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

Jeffrey A. Meyers
 Commissioner

Christine Tappan
 Associate Commissioner

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April 17, 2018

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

MAY 17 18 PM 2:44 DRS

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to exercise renewal options to existing agreements with the vendors listed below to provide services through the State Grant-in-Aid program by increasing the price limitation by \$2,925,420 from \$8,940,801 to \$11,866,221 and by extending the completion date from June 30, 2018 to June 30, 2019, effective upon Governor and Executive Council approval. 100% General Funds.

Vendor	Vendor Number	Location	Current Modified Budget	Increase / (Decrease)	Revised Modified Budget	G&C Approval
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$107,925	\$35,975	\$143,900	O: 08/26/15 # 12 A1: 06/21/17 # 30
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302	\$120,000	\$40,000	\$160,000	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$535,785	\$178,595	\$714,380	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$904,176	\$301,392	\$1,205,568	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051	\$67,284	\$22,428	\$89,712	O: 8/26/15 # 12 A1: 6/21/17 (#30)

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$117,150	\$39,050	\$156,200	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$152,637	\$50,879	\$203,516	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103	\$318,542	\$60,000	\$378,542	O: 8/26/15 # 12 A1: 9/21/16, #21A A2: 6/21/17 #30 A3: 7/19/17 #7A
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$127,500	\$42,500	\$170,000	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$90,000	\$30,000	\$120,000	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$152,550	\$50,850	\$203,400	O: 8/26/15 # 12 A1: 6/21/17 (#30)
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$287,736	\$95,912	\$383,648	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061	\$346,797	\$115,599	\$462,396	O: 8/26/15 # 12 A1: 6/21/17 (#30)
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$832,119	\$277,373	\$1,109,492	O: 8/26/15 # 12 A1: 6/21/17 (#30)
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$150,000	\$50,000	\$200,000	O: 8/26/15 # 12 A1: 6/21/17 (#30)
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103	\$609,258	\$203,086	\$812,344	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108	\$236,681	\$78,894	\$315,575	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH	\$933,706	\$305,902	\$1,239,608	O: 8/26/15 # 12 A1: 6/21/17 (#30)

		03431-0603				
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264	\$420,000	\$140,000	\$560,000	O: 8/26/15 # 12 A1: 6/21/17 (#30)
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$ 626,181	\$208,727	\$834,908	O: 8/26/15 # 12 A1: 6/21/17 (#30)
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$257,500	\$82,500	\$340,000	O: 8/26/15 # 12 A1: 6/1/16 (#11) A2: 6/21/17 (#30)
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326 Laconia NH 03246	\$192,249	\$64,083	\$256,332	O: 8/26/15 # 12 A1: 6/21/17 (#30)
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301	\$303,573	\$101,191	\$404,764	O: 8/26/15 # 12 A1: 6/21/17 (#30)
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$561,990	\$187,330	\$749,320	O: 8/26/15 # 12 A1: 6/21/17 (#30)
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$489,462	\$163,154	\$652,616	O: 8/26/15 # 12 A1: 6/21/17 (#30)
		Total	\$8,940,801	\$2,925,420	\$11,866,221	

Funding is available in State Fiscal Years 2018 and 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to continue intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by exercising a final renewal option.

The State Grant-in-Aid (SGIA) program includes the provision of the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original agreements reserved the Department's right to renew contracted services for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval. The Governor and Executive Council approved the request to extend contract services for one (1) year on June 24, 2017 (Item #30). The Department continues to be satisfied with the services provided by the vendor. The attached amendments exercise the final year of renewal available for these contracts. The Department intends to issue a Request for Proposals for these services prior to the expiration of this contract.

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

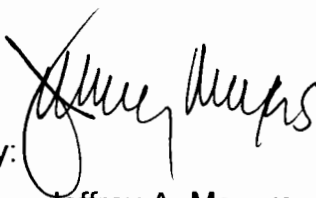
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by: 
Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2019	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Subtotal	\$107,925	\$35,975	\$143,900

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2019	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Subtotal	\$120,000	\$40,000	\$160,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2019	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Subtotal	\$535,785	\$178,595	\$714,380

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2019	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Subtotal	\$904,176	\$301,392	\$1,205,568

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2019	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Subtotal	\$67,284	\$22,428	\$89,712

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2019	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Subtotal	\$117,150	\$39,050	\$156,200

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2019	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Subtotal	\$152,637	\$50,879	\$203,516

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2019	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Subtotal	\$180,000	\$60,000	\$240,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2019	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Subtotal	\$127,500	\$42,500	\$170,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2019	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Subtotal	\$90,000	\$30,000	\$120,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2019	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Subtotal	\$152,550	\$50,850	\$203,400

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2019	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Subtotal	\$287,736	\$95,912	\$383,648

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2019	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Subtotal	\$346,797	\$115,599	\$462,396

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2019	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Subtotal	\$609,258	\$203,086	\$812,344

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2019	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Subtotal	\$832,119	\$277,373	\$1,109,492

State Grant-In-Aid (SGIA) Funds

Fiscal Details

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2018	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2019	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Subtotal	\$150,000	\$50,000	\$200,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2019	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Subtotal	\$236,681	\$78,894	\$315,575

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$305,902	\$0	\$305,902
2019	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Subtotal	\$933,706	\$305,902	\$1,239,608

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2019	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Subtotal	\$420,000	\$140,000	\$560,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2018	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2019	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Subtotal	\$626,181	\$208,727	\$834,908

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2019	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Subtotal	\$247,500	\$82,500	\$330,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2019	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Subtotal	\$192,249	\$64,083	\$256,332

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2019	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Subtotal	\$303,573	\$101,191	\$404,764

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2019	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Subtotal	\$561,990	\$187,330	\$749,320

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2019	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Subtotal	\$489,462	\$163,154	\$652,616

Helping Hands Outreach Center (Vendor# 174226 - R001)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Subtotal	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

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

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Subtotal	\$10,000	\$0	\$10,000
			Total	\$8,940,801	\$2,925,420	\$11,866,221



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 18th day of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 642 Central Street, PO Box 160, Dover, NH 03821-0160.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$35,975 from \$107,925 to read: \$143,900.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2
6. Add Exhibit B-1, Budget sheet.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: *Christie Tappan*
Title: *Associate Commissioner*

Community Action Partnership of Strafford County

1/17/18
Date

Betsy Andrews Parker
Name: *Betsy Andrews Parker*
Title: *CEO*

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on January 17th 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathleen E. Morrison
Signature of Notary Public or Justice of the Peace

Kathleen E. Morrison - Notary
Name and Title of Notary or Justice of the Peace
Kathleen Morrison

My Commission Expires: *Aug. 5th 2020*



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

OFFICE OF THE ATTORNEY GENERAL

5/9/19
Date


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

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

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

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$35,975.00
SFY17	not to exceed \$35,975.00
SFY18	not to exceed \$35,975.00
SFY19	not to exceed \$35,975.00

July 1, 2015 – June 30, 2019: not to exceed \$143,900.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$143,900.00
Total program amount	\$143,900.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

-
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Community Action Partnership of Strafford County											
Budget Request for: State Grant-In-Aid Funds											
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)											
Line Item	Total Program Grant			Domestic Salary/Fringe			Domestic Salary/Fringe			Domestic Salary/Fringe	
	Incremental	Fixed	Total	Incremental	Fixed	Total	Incremental	Fixed	Total	Fixed	
1. Total Salary/Wages	\$ 39,027.00	\$ -	\$ 39,027.00	\$ 21,945.00	\$ -	\$ 21,945.00	\$ 17,082.00	\$ -	\$ 17,082.00	\$ -	\$ 17,082.00
2. Employee Benefits	\$ 8,070.00	\$ -	\$ 8,070.00	\$ 4,030.00	\$ -	\$ 4,030.00	\$ 4,040.00	\$ -	\$ 4,040.00	\$ -	\$ 4,040.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify below if available):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct client assistance	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Admin	\$ -	\$ 4,853.00	\$ 4,853.00	\$ -	\$ -	\$ -	\$ -	\$ 4,853.00	\$ 4,853.00	\$ -	\$ 4,853.00
TOTAL	\$ 67,097.00	\$ 4,853.00	\$ 71,950.00	\$ 35,975.00	\$ -	\$ 35,975.00	\$ 31,122.00	\$ 4,853.00	\$ 35,975.00	\$ -	\$ 35,975.00

Indirect As A Percent of Direct

16.1%

Contractor Initials

Date

[Handwritten Signature]
03/28/18

NONPROFIT RATE AGREEMENT

EIN: 02-0268636

DATE: 11/20/2017

ORGANIZATION:

FILING REF.: The preceding agreement was dated 09/20/2016

Community Action Partnership of Strafford County

642 Central Ave.

Dover, NH 03821-0160

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	01/01/2016	12/31/2016	14.20	On-Site	All Programs
PROV.	01/01/2017	12/31/2018	16.10	On-Site	All Programs

*BASE

Total direct costs excluding capital expenditures (building, individual items of equipment; alterations and renovations), and that portion of each subaward in excess of \$25,000.

ORGANIZATION: Community Action Partnership of Strafford County

AGREEMENT DATE: 11/20/2017

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

(1) Grantee charges all costs direct to grants and/or contracts except the costs listed below:

A. Salaries and wages of agency-wide employees are as follows: Executive Director, Deputy Director, Finance Director, Communications Director, Communications Services, Accountant, Bookkeeper (3), Human Resources Manager, Human Resources Coordinator, Executive Assistant (3) and Receptionist - All 100% and Director of Administrative Services - 33%, Communications Director - 35% and Fiscal Project Coordinator - 25%.

B. Leave and fringe benefits for above personnel only are included in the indirect cost pool.

C. Other expenses - Administrative portion only: training, contractual services, payroll service, accounting system, supplies, postage, printing, dues, travel, IT support, occupancy and miscellaneous.

(2) Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

(3) The indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF-PI-HS-08-03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro-ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. As of January, 2017, the rate of compensation for an Executive Level II is \$187,000 per year.

(4) Your next proposal based on actual costs for the fiscal year ending 12/31/17 is due in our office by 06/30/18.

ORGANIZATION: Community Action Partnership of Strafford County

AGREEMENT DATE: 11/20/2017

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Community Action Partnership of Strafford County

(INSTITUTION)

CA Andrew Parker

(SIGNATURE)

Betsy Andrews Parker

(NAME)

CEO

(TITLE)

11/27/17

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Darryl W. Mayes - Digitally signed by Darryl W. Mayes - A
DN: cn=US, o=U.S. Government, ou=HHS, ou=FSC,
ou=People,
0.9.2442.19200500.100.1.1=2000131669, cn=Darryl
W. Mayes - A
Date: 2017.11.21 08:13:47 -0500

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

11/20/2017

(DATE) 2421

HHS REPRESENTATIVE: Regina DiGennaro

Telephone: (212) 264-2069

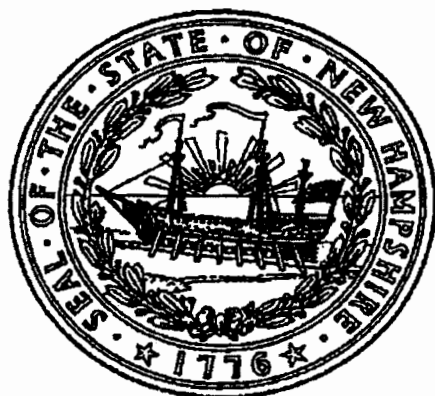
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 65583



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 15, 2017:
(Date)

RESOLVED: That the Becky Sherburne, Board Chair
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 28th day of March, 2018.
(Date Amendment Signed)

4. Becky Sherburne is the duly elected Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jean L. Miccolo
(Signature of the Elected Officer)

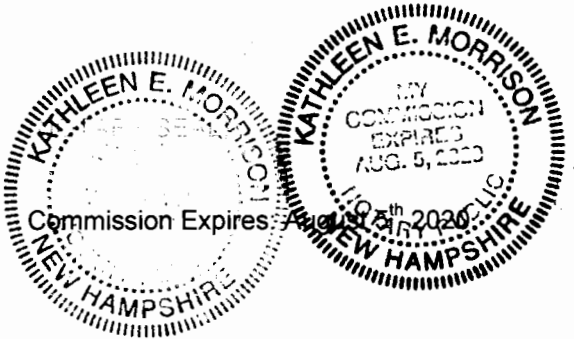
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 28th day of March, 2018.

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

Kathleen Morrison
(Notary Public Kathleen Morrison)



CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 15th 2017.
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 17th day of January, 2018.
(Date Amendment Signed)

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

of the Agency.

Jean Miccolo
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 17 day of January, 2018.

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

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



Commission Expires August 5th 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2018

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866)841-4600 FAX (A/C, No): (603)622-4618 E-MAIL ADDRESS: tdavis@cgbusinessinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Eastern Alliance Insurance Group	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZHVA192135	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ Included Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWVA156930	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL			UHVA192136	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	01-0000133794-00	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property			ZHVA192135	12/31/2017	12/31/2018	Blanket Limit \$900,150

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

Workers Comp: 3A State: NH

CERTIFICATE HOLDER

CANCELLATION

NH DHHS Brown Building 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

MISSION

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



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

**FOR THE YEARS ENDED
DECEMBER 31, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2016 AND 2015

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2016 and 2015, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2016.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Partnership of Strafford County's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 1, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 15, 2017, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Leone, Mc Donnell & Roberts
Professional Association

August 15, 2017
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 517,916	\$ 713,900
Accounts receivable	1,199,955	714,329
Inventory	8,724	8,724
Prepaid expenses	19,677	1,300
Total current assets	<u>1,746,272</u>	<u>1,438,253</u>
NONCURRENT ASSETS		
Security deposits	24,140	24,667
Property, net of accumulated depreciation	927,051	478,424
Other noncurrent assets	12,500	12,500
Total noncurrent assets	<u>963,691</u>	<u>515,591</u>
TOTAL ASSETS	<u>\$ 2,709,963</u>	<u>\$ 1,953,844</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 72,673	\$ 73,401
Accounts payable	363,064	82,925
Accrued payroll and related taxes	141,753	121,014
Accrued compensated absences	79,490	81,878
Refundable advances	438,285	467,356
Other current liabilities	-	24,399
Total liabilities	<u>1,095,265</u>	<u>850,973</u>
NET ASSETS		
Unrestricted		
Undesignated	1,204,103	686,961
Board designated	307,315	307,315
Total unrestricted	1,511,418	994,276
Temporarily restricted	<u>103,280</u>	<u>108,595</u>
Total net assets	<u>1,614,698</u>	<u>1,102,871</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,709,963</u>	<u>\$ 1,953,844</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CHANGE IN NET ASSETS				
REVENUES AND OTHER SUPPORT				
Grant revenue	\$ 7,531,691	\$ -	\$ 7,531,691	\$ 7,098,408
Fees for service	258,396	-	258,396	334,257
Rent revenue	11,718	-	11,718	11,005
Public support	180,609	35,620	216,229	211,809
In-kind donations	577,850	-	577,850	649,898
Interest	1,312	-	1,312	128
Fundraising	64,282	-	64,282	56,979
Other revenue	3,091	-	3,091	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and support	8,628,949	35,620	8,664,569	8,362,484
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>40,935</u>	<u>(40,935)</u>	<u>-</u>	<u>-</u>
Total revenues, support, and net assets released from restrictions	<hr/>	<hr/>	<hr/>	<hr/>
	8,669,884	(5,315)	8,664,569	8,362,484
EXPENSES				
Program services				
Child services	3,812,180	-	3,812,180	3,693,205
Community services	606,156	-	606,156	712,557
Energy assistance	2,135,921	-	2,135,921	2,120,534
Housing	374,836	-	374,836	347,367
Weatherization	247,856	-	247,856	286,121
Workforce development	178,651	-	178,651	264,408
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	7,355,600	-	7,355,600	7,424,192
Supporting activities				
Management and general	732,223	-	732,223	846,980
Fundraising	64,919	-	64,919	57,682
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	8,152,742	-	8,152,742	8,328,854
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF ASSETS				
	517,142	(5,315)	511,827	33,630
LOSS ON SALE OF ASSETS				
	<hr/>	<hr/>	<hr/>	<hr/>
	-	-	-	(36,431)
CHANGE IN NET ASSETS				
	517,142	(5,315)	511,827	(2,801)
NET ASSETS, BEGINNING OF YEAR				
	<hr/>	<hr/>	<hr/>	<hr/>
	994,276	108,595	1,102,871	1,105,672
NET ASSETS, END OF YEAR				
	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 1,511,418	\$ 103,280	\$ 1,614,698	\$ 1,102,871

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 511,827	\$ (2,801)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	53,517	43,903
Loss on sale of assets	-	36,431
(Increase) decrease in assets:		
Accounts receivable	(485,626)	55,737
Inventory	-	30
Prepaid expenses	(18,377)	10,286
Security deposits	527	(5,466)
Increase (decrease) in liabilities:		
Accounts payable	280,139	(43,138)
Accrued payroll and related taxes	20,739	842
Accrued compensated absences	(2,388)	3,724
Refundable advances	(29,071)	(23,778)
Other current liabilities	<u>(24,399)</u>	<u>24,262</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>306,888</u>	<u>100,032</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(502,144)	(130,646)
Proceeds from sale of property and equipment	<u>-</u>	<u>7,334</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(502,144)</u>	<u>(123,312)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of demand note payable	<u>(728)</u>	<u>(7,334)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(728)</u>	<u>(7,334)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(195,984)	(30,614)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>713,900</u>	<u>744,514</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 517,916</u>	<u>\$ 713,900</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 3,322</u>	<u>\$ 3,448</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Child Services</u>	<u>Community Services</u>	<u>Energy Assistance</u>	<u>Housing</u>	<u>Weatherization</u>
Payroll	\$ 1,918,154	\$ 189,295	\$ 302,471	\$ 100,473	\$ 44,317
Payroll taxes	176,026	15,961	26,048	8,834	3,552
Fringe benefits	169,391	22,283	36,680	10,177	5,743
Weatherization material, fuel and client assistance	61,318	11,081	1,683,477	177,707	171,141
In-kind expenses	373,816	190,623	-	6,130	7,281
Consultants and contract labor	261,548	3,379	5,795	21,568	745
Consumable supplies	165,261	69,043	11,021	233	856
Repairs and maintenance	46,428	13,457	9,597	7,662	561
Rent	213,171	13,529	20,399	4,567	4,756
Insurance	102,449	6,003	2,364	5,886	2,716
Utilities	123,448	6,134	11,921	16,771	1,947
Meetings, events and training	77,547	13,534	2,929	1,808	789
Travel	58,873	8,342	3,773	5,128	744
Depreciation	24,257	22,923	-	3,733	284
Copying and postage	7,731	8,446	15,600	54	1,031
Equipment and computer	15,691	1,527	2,586	222	123
Retirement	12,307	1,291	913	1,434	1,270
Indirect costs	-	-	-	-	-
Interest expense	-	3,322	-	-	-
Property taxes	-	-	-	2,449	-
Other program support	4,764	5,983	347	-	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 3,812,180</u>	<u>\$ 606,156</u>	<u>\$ 2,135,921</u>	<u>\$ 374,836</u>	<u>\$ 247,856</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

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

Basis of Accounting

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

Financial Statement Presentation

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

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

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

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

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

At December 31, 2016 and 2015 the Agency had unrestricted and temporarily restricted net assets.

Refundable Advances

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

Contributions

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

Contributed Services

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

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

Fair Value of Financial Instruments

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

Inventory

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

Property and Depreciation

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

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

Depreciation expense aggregated \$53,517 and \$43,903 for the years ended December 31, 2016 and 2015, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$79,490 and \$81,878 at December 31, 2016 and 2015, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

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

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years 2013 through 2016, and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

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

Use of Estimates

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

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2016 and 2015 amounted to \$21,352 and \$15,799, respectively.

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$322,524 and \$268,238 for the years ended December 31, 2016 and 2015, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$49,673 and \$131,488 for the years ended December 31, 2016 and 2015, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$159,190 and \$46,463, respectively, for the year ended December 31, 2016. For the year ended December 31, 2015, the estimated fair value of these food commodities and goods was determined to be \$136,081 and \$96,644, respectively.

Functional Allocation of Expenses

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

NOTE 2. PROPERTY

As of December 31, 2016 and 2015, property consisted of the following:

	<u>2016</u>	<u>2015</u>
Land, buildings and improvements	\$ 926,666	\$ 430,128
Furniture, equipment and machinery	522,213	522,213
Vehicles	249,779	249,779
Construction in progress	<u>5,607</u>	<u>-</u>
Total	1,704,265	1,202,120
Less accumulated depreciation	<u>777,214</u>	<u>723,696</u>
Net property	<u>\$ 927,051</u>	<u>\$ 478,424</u>

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2016 and 2015. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. PLEGGED ASSETS

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

NOTE 5. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due on November 30, 2017. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.75% and 4.50% at December 31, 2016 and 2015, respectively. The note is collateralized by all the assets of the Agency.

NOTE 6. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2016 and 2015, the Agency had \$103,280 and \$108,595 in net assets temporarily restricted by donor-imposed use restrictions, respectively.

NOTE 7. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2016 and 2015, the annual lease/rent expense for the leased facilities was \$120,523 and \$169,849, respectively. Certain equipment is leased by the Agency under the terms of various operating leases.

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

<u>Year Ended December 31</u>	<u>Amount</u>
2017	\$ 115,758
2018	22,917
2019	8,922
2020	7,104
2021	<u>6,901</u>
Total	<u>\$ 161,602</u>

NOTE 8. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2016 and 2015 totaled \$24,366 and \$13,047, respectively.

NOTE 9. CONCENTRATION OF RISK

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

NOTE 10. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of \$250,000.

NOTE 11. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2016 and 2015.

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through August 15, 2017, the date the December 31, 2016 financial statements were available for issuance.

SUPPLEMENTARY INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2016**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-TH GRANTOR</u>
<u>U.S. Department of Agriculture</u>		
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education
Child Nutrition Cluster		
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Education
Food Distribution Cluster		
Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partners
Total U.S. Department of Agriculture		
<u>U.S. Department of Housing and Urban Development</u>		
Supportive Housing for the Elderly	14.157	Dover Housing Authority
CDBG Entitlement Grants Cluster		
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire
Community Development Block Grants / State's Program and Non-Entitlement Grants in Hawaii	14.228	New Hampshire Community Development Financial Institutions
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services
Supportive Housing Program	14.235	State of New Hampshire Department of Health and Human Services
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Services
Total U.S. Department of Housing and Urban Development		
<u>U.S. Department of Labor</u>		
WIA Cluster		
WIA Adult Program	17.258	Southern New Hampshire Services, Inc.
WIA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.
Total U.S. Department of Labor/WIA Cluster		
<u>U.S. Department of Energy</u>		
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy
Total U.S. Department of Energy		
<u>U.S. Department of Health & Human Services</u>		
Aging Cluster		
Special Programs for the Aging - Title III, Part B - Grants for Senior Energy	93.044	State of New Hampshire Division of Elderly and Disability Services State of New Hampshire Department of Health and Human Services
Senior Transportation	93.044	Nutrition & Trans. Services
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	State of New Hampshire Department of Health and Human Services BPHCS, Maternal & Health Section
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for Child Welfare
TANF Cluster		
Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for Child Welfare
Temporary Assistance for Needy Families	93.558	Southern New Hampshire Services, Inc.
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of Energy
Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA
Head Start	93.600	Direct Funding
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for Child Welfare
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for Child Welfare
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93.757	State of New Hampshire, Keene State College, Control & Prevention, NH Division of Public Health
Maternal and Child Health Services Block Grant to the States	93.994	State of New Hampshire, DHHS, Division for Child Welfare
Total U.S. Department of Health & Human Services		
TOTAL		

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2016**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2016 and 2015, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2016 and have issued our report thereon dated August 15, 2017.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leane, Mc Donnell & Roberts
Professional Association

August 15, 2017
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2016. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2016.

Report on Internal Control Over Compliance

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

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

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

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

*Leane, Mc Donnell & Roberts
Professional Association*

August 15, 2017
Wolfboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2016**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568 and U.S. Department of Housing and Urban Development, Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii, CFDA 14.228.
8. The threshold used for distinguishing between Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2015**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2015.

Community Action Partnership of Strafford County Board of Directors

Name	Sector	Term Expires	Length of Service	Committee
Carrie DiGeorge Chair	Private - Envoy Mortgage	2018 2 nd term	5 years	Development Executive Capital Campaign
Becky Sherburne, RN Vice Chair	Private- Healthcare	2017 1 st term	3 years	Executive Finance
Alan Brown Treasurer	Kennebunk Savings Bank - Finance	2019 1 st term	1	Executive Finance
Jean Miccolo Secretary	Elected/ Appointed Official Strafford County Commissioners Office	2017 1 st term	3 years	Executive Development
Dorothea (Dot) Hooper	Elected/ Appointed Official - City of Dover NH	2017 1 nd term	3 years	Governance Advocacy
Chris Lawrence	Private - Education	2018 1 st term	2 years	Governance
Penney Mabey	Private - Vendor	2019 1 st term	1 year	Development
Hope Morrow Flynn	Private - Legal	2018 1 st term	2 years	Governance
Dave Terlemezian	Elected/Appointed Official-Capitan Dover Police Dept.	2017 2 nd term	6ycars	Investment Audit
Jason Shute	Early Childhood Education Expert	2017 1 nd term	3 years	Audit Governance

Revised April 2017

Community Action Partnership of Strafford County Board of Directors

Marci Theriault	Consumer	2018 1 nd term	2 years	
Alison Dorow	Elected- Tom Velardi, County Attorney	2019 1 nd term	1 year	
Robin Goode	Policy Council Liaison	2019 1 nd term	1 year	Policy Council Liaison
Bridget Goerss	Consumer	2019	0	Development
Megan MacDonald	Consumer	2019	0	
Christina Radie	Consumer	2019	0	

Lauren Jan Berman

Professional Experience

2015-Present

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

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

2010-2015

Welfare Officer, City of Somersworth, Somersworth, NH

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

2004-2010 **Founder and Partner, Good Works Employment Services York County**

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

Lauren Jan Berman

2003-04 Vocational Resource Specialist, Work Opportunities Unlimited, Saco, ME

- Assisted clients referred by the Bureau of Vocational Rehabilitation in job development, creating resumes, interviewing skills and job coaching for successful employment outcomes.
- Completed necessary daily paperwork, including progress notes and monthly and quarterly reports.
- Participated in management training programs.

2002-03 Physical Therapy Assistant, HealthSouth Corp., Boston, MA

- Provided physical therapy services to individuals with spinal cord injury, brain injury, cancer, stroke, and cardiac health-related issues.
- Co-led running exercise groups and personal exercise programs.

2001-02 Supervisor, Starbucks Coffee Corp, Brighton, MA

- Supervised employees and managed the store to ensure efficient customer service.
- Placed weekly orders with account vendors; balanced daily cash receipts and coordinated daily deployment duties.
- Trained new employees.

Lauren Jan Berman

Education & Professional Development

1995 B.S. Therapeutic Recreation Ithaca College Ithaca, NY

2013-2015 Board of Directions for Strafford County Community Action

**2010 Ticket to Work Training and Support for Maine Employment Networks,
USM, Muskie School, Augusta, ME**

2009 Domestic Violence Training, Community Counseling Center Portland, ME

**2009 Building Relationships with Businesses Training, USM, Muskie School,
Lewiston, ME**

**2008 Positive Employment Practices for Vocational Rehabilitation Training, ICI
UMASS/Boston**

**2008 Certificate for Mentoring in a Job Development Training Program
UMASS/Boston**

**2008 Best Practices in Employment Services for People with Co-Occurring Mental
Illness and Substance Abuse Training, ICI, UMASS/Boston**

**2007 MaineCare Eligibility Workshop, Consumers for Affordable Health Care
Sanford, ME**

2007 Neuro-Linguistic Programming Training, Univ. of Maine, Biddeford, ME

2007 ACRE Certificate, ICI, UMASS/Boston

2004 Certificate Effective Job Development, Institute on Disability, UNH

2004 Certificate Assistive Technology in the Workplace, Institute on Disability UNH

2004 Management Training Work Opportunities, Saco, ME

Community Action Partnership of Strafford County
State of New Hampshire- DHHS
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lauren Berman	Program Director	\$60,000.00	40%	\$24,000.00

30 mac



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

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

May 17, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

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

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

Area Served: Statewide

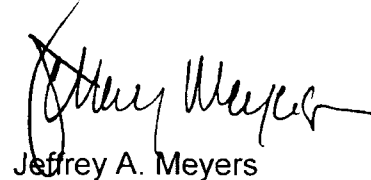
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Stafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

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

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

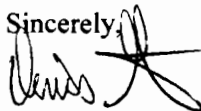
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 642 Central Street, PO Box 160, Dover, NH 03821-0160.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$35,975 from \$71,950 to read: \$107,925.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B-Amendment #1.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

Community Action Partnership of Strafford County

May 10th 2017
Date

GA Andrea Parker
Name: Betsy Andrews Parker
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on May 10th 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathleen E. Morrison
Signature of Notary Public or Justice of the Peace

Kathleen E. Morrison, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: August 5, 2020



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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

OFFICE OF THE ATTORNEY GENERAL

5/30/17
Date

Name: Megan A. J. [unclear]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$35,975.00
SFY17	not to exceed \$35,975.00
SFY18	not to exceed \$35,975.00
July 1, 2015 – June 30, 2018:	not to exceed \$107,925.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$107,925.00
Total program amount	\$107,925.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
 - 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
 - 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

Emp

5/10/17



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

4/12

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

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

8/26/15 #12

July 16, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

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

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	198
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist


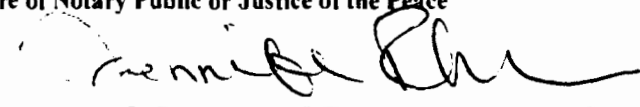
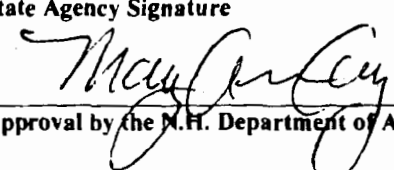
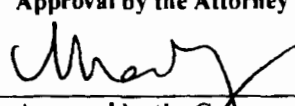
Subject: State Grant-In-Aid Funds Program

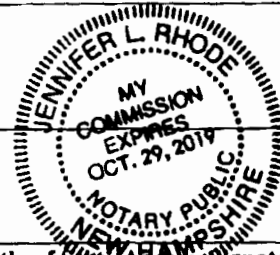
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Street PO Box 160 Dover NH 03821-0160	
1.5 Contractor Phone Number 603-516-8135	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$71,950
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>6/24/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Jen Rhode, HR			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Coyle Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: 7/31/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

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

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

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

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

Contractor Initials: EAP
Date: 6/26/15

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

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Date: 6/26/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

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Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

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Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

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Exhibit B

Method and Conditions Precedent to Payment

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$35,975
SFY17 not to exceed \$35,975

July 1, 2015 – June 30, 2017: not to exceed \$71,950.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services \$71,950.00

Total program amount \$71,950.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

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

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

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- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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10/26/15

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

6/26/15
Date

EAP
Name: Betsy Andrews Parker
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/26/15
Date

Betsy Andrews Parker
Name: *Betsy Andrews Parker*
Title: *Executive Director*

EAP
Date 10/26/15



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/26/15
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Executive Director

Contractor Initials EAP
Date 6/26/15



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

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

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

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

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

Exhibit G

Contractor Initials

EAP

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

6/26/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Date 6/26/15

EAP
Name: Betsy Andrews Parker
Title: Executive Director

Exhibit G

Contractor Initials

EAP

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

Date 6/26/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/26/15
Date

E.A. Parker
Name: Betsy Andrews Parker
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

EAP

6/26/15



Exhibit I

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

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

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

EAP

6/26/15



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

EAP

6/26/15



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

<u>NH DHHHS</u>	<u>Betsy Andrews Parker</u>
The State	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Mary Ann Cooney</u>	<u>Community Action Partnership of Strafford County</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>7/17/15</u>	<u>6/26/15</u>
Date	Date



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

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

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

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

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

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

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

Contractor Name:

Date 6/26/15

EAC Pa
Name: Betsy Andrews Parker
Title: Executive Director

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

Contractor Initials EAR
Date 6/26/15



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th day of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Coalition to End Homelessness, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 238 North Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$40,000 from \$120,000 to read: \$160,000.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

Concord Coalition to End Homelessness

1/23/2018
Date

[Signature]
Name: Ellen Gron
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on January 23, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Tenley Callaghan Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____





**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

OFFICE OF THE ATTORNEY GENERAL

5/9/16
Date

[Signature]
Name: Megan A. [Signature]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment # 2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY 16	not to exceed \$40,000.00
SFY 17	not to exceed \$40,000.00
SFY 18	not to exceed \$40,000.00
SFY 19	not to exceed \$40,000.00
July 1, 2015 – June 30, 2019: not to exceed \$160,000.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$160,000.00
Total program amount	\$160,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.
4. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
 - 4.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 4.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 4.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow



Exhibit B – Amendment # 2

any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

5. USE OF GRANT FUNDS

- 5.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 5.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 5.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

6. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 6.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 6.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Coalition to End Homelessness

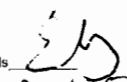
Budget Request for: State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 46,000.00	\$ -	\$ 46,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 40,000.00	\$ -	\$ 40,000.00
2. Employee Benefits	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,400.00	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 3,400.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,300.00	\$ 2,300.00	\$ -	\$ 2,300.00	\$ 2,300.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office supplies/postage	\$ 900.00	\$ -	\$ 900.00	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -
I.T support, website and constant contact	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ -
In Kind Volunteer time	\$ 21,400.00	\$ -	\$ 21,400.00	\$ 21,400.00	\$ -	\$ 21,400.00	\$ -	\$ -	\$ -
TOTAL	\$ 73,600.00	\$ 6,400.00	\$ 80,000.00	\$ 33,600.00	\$ 6,400.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00

Indirect As A Percent of Direct

8.7%

Contractor Initials 
Date April 5, 2018

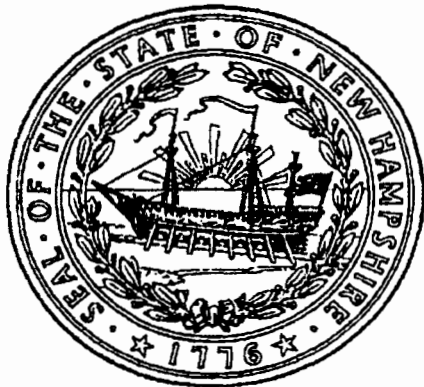
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD COALITION TO END HOMELESSNESS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 27, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 598764



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ellen Fries, do hereby certify that:

1. I am a duly elected Officer of Concord Coalition to End Homelessness

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 9, 2015

RESOLVED: That the Executive Director

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of April, 2018.

4. Ellen Grah is the duly elected Executive Director

of the Agency.

Ellen H. Fries
Secretary

STATE OF NEW HAMPSHIRE

County of MERRIMACK

The forgoing instrument was acknowledged before me this 5th day of APRIL, 2018.

By ELLEN H. FRIES

Rosemary A. Richardson

Commission Expires: 9-18-18

CERTIFICATE OF VOTE

I, Ellen Fries, do hereby certify that:
(Name of the elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of Concord Coalition to End Homelessness
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 9, 2015
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of January, 2018
(Date Amendment Signed)

4. Ellen Groh is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ellen H. Groh
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

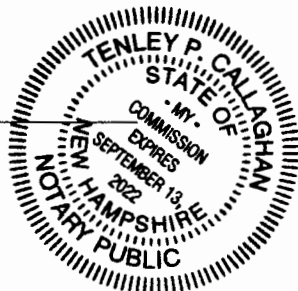
County of Merrimack

The forgoing instrument was acknowledged before me this 23rd day of January, 2018.

By Ellen Fries
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

Commission Expires: _____





TOEN000001

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/18/2018

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611 E-MAIL ADDRESS:	FAX (A/C, No): (603) 225-7935
INSURED Concord Coalition to End Homelessness PO Box 3933 Concord, NH 03302	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23850

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1653397	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		PHPK1653397	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**State of NH, DHHS
129 Pleasant St
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Donna P. Beaudoin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2018

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 150 SAWGRASS DR ROCHESTER, NY 14620 (877) 362-6785	CONTACT NAME: PHONE (A/C, No, Ext): (877) 362-6785 FAX (A/C, No): (877) 677-0447 E-MAIL ADDRESS: paychex@travelers.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : THE PHOENIX INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED CONCORD COALITION TO END HOMEL ESSNESS PO BOX 3933 CONCORD, NH 03302	

COVERAGES CERTIFICATE NUMBER: 750529539471810 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3439T50A-18	02/24/2018	02/24/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER NH DHHS 129 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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Concord Coalition to End Homelessness

- Home
- About Us
- Concord Homeless Resource Center
- Plan to End Homelessness
- Homeless Provider Network
- Upcoming Events
- How to Help & Links
- Donate Now

Our Mission

The Concord Coalition to End Homelessness works to eliminate the causes of homelessness for the citizens and residents of Concord, New Hampshire through a coordinated, committed and active effort of our many stakeholders.

Our Vision

A Concord community where everyone has a safe, decent, stable and affordable place to live.

WHAT'S NEW

[SouperFest! Saturday March 28, 2015 \(03/28/2015\)](#)

[Community Meeting \(12/18/2014\)](#)

[Call for Volunteers - Cold Weather Shelter \(10/31/2014\)](#)

CALENDAR

July 2015						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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Forms 990 / 990-EZ Return Summary

For calendar year 2015, or tax year beginning 07/01/15 , and ending 06/30/16

26-3933990

CONCORD COALITION TO END HOMELESSNE

Net Asset / Fund Balance at Beginning of Year		<u>85,238</u>
Revenue		
Contributions	<u>219,822</u>	
Program service revenue	<u> </u>	
Investment income	<u> </u>	
Capital gain / loss	<u> </u>	
Fundraising / Gaming:		
Gross revenue	<u>39,484</u>	
Direct expenses	<u>7,844</u>	
Net income	<u>31,640</u>	
Other income	<u>905</u>	
Total revenue		<u>252,367</u>
Expenses		
Program services	<u>198,386</u>	
Management and general	<u>10,371</u>	
Fundraising	<u>2,074</u>	
Total expenses		<u>210,831</u>
Excess / (deficit)		<u>41,536</u>
Changes		
		<u> </u>
Net Asset / Fund Balance at End of Year		<u><u>126,774</u></u>

Reconciliation of Revenue	
Total revenue per financial statements	<u> </u>
Less:	
Unrealized gains	<u> </u>
Donated services	<u> </u>
Recoveries	<u> </u>
Other	<u> </u>
Plus:	
Investment expenses	<u> </u>
Other	<u> </u>
Total revenue per return	<u><u>252,367</u></u>

Reconciliation of Expenses	
Total expenses per financial statements	<u> </u>
Less:	
Donated services	<u> </u>
Prior year adjustments	<u> </u>
Losses	<u> </u>
Other	<u> </u>
Plus:	
Investment expenses	<u> </u>
Other	<u> </u>
Total expenses per return	<u><u>210,831</u></u>

		Balance Sheet		
		Beginning	Ending	Differences
Assets	<u>85,238</u>	<u>131,608</u>		
Liabilities	<u> </u>	<u>4,834</u>		
Net assets	<u><u>85,238</u></u>	<u><u>126,774</u></u>		<u><u>41,536</u></u>

Miscellaneous Information

Amended return _____

Return / extended due date 11/15/16

Failure to file penalty _____

Hennessey & Vallee, PLLC
125 N State Street
Concord, NH 03301
603-225-0941

November 3, 2016

CONFIDENTIAL

CONCORD COALITION TO END HOMELESSNE
PO BOX 3933
CONCORD, NH 03302-3933

Dear :

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

Hennessey & Vallee, PLLC

Filing Instructions

CONCORD COALITION TO END HOMELESSNE

Exempt Organization Tax Return

Taxable Year Ended June 30, 2016

Date Due: November 15, 2016

Remittance: None is required. Your Form 990 for the tax year ended 6/30/16 shows no balance due.

Signature: You are using a Personal Identification Number (PIN) for signing your return electronically. Sign the IRS e-file Authorization and mail it as soon as possible to:

Hennessey & Vallee, PLLC
125 N State Street
Concord, NH 03301

Other: Initial and date the copies of the IRS e-file Signature Authorization and the Form 990. Retain them for your records. If previously signed and returned no further action is required for Form 8879-EO.

Your return is being filed electronically with the IRS and is not required to be mailed. Mailing a paper copy of your return to the IRS will delay the processing of your return.

Form **8879-EO**

**IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

For calendar year 2015, or fiscal year beginning 7/01, 2015, and ending 6/30, 2016

2015

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.
▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

Name of exempt organization

CONCORD COALITION TO END HOMELESSNE

Employer identification number

26-3933990

Name and title of officer

**TRACY SCAVARELLI
TREASURER**

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a	Form 990 check here ▶ <input checked="" type="checkbox"/>	b	Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>252,367</u>
2a	Form 990-EZ check here ▶ <input type="checkbox"/>	b	Total revenue, if any (Form 990-EZ, line 9)	2b	_____
3a	Form 1120-POL check here ▶ <input type="checkbox"/>	b	Total tax (Form 1120-POL, line 22)	3b	_____
4a	Form 990-PF check here ▶ <input type="checkbox"/>	b	Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	_____
5a	Form 8868 check here ▶ <input type="checkbox"/>	b	Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b	_____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2015 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize HENNESSEY & VALLEE, PLLC to enter my PIN 14444 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2015 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2015 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶

Date ▶ 10/27/16

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

02191903301

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2015 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

CHARLENE T. VALLEE, CPA

Date ▶

10/27/16

ERO Must Retain This Form—See Instructions

Do Not Submit This Form To the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2015)

Form **990**

Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 Do not enter social security numbers on this form as it may be made public.
 Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2015
 Open to Public Inspection

A For the 2015 calendar year, or tax year beginning **07/01/15**, and ending **06/30/16**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <p align="center">CONCORD COALITION TO END HOMELESSNE</p> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <p>PO BOX 3933</p> City or town, state or province, country, and ZIP or foreign postal code <p>CONCORD NH 03302-3933</p>	D Employer identification number <p align="center">26-3933990</p> E Telephone number <p align="center">603-290-3375</p> G Gross receipts \$ 260,211
	F Name and address of principal officer: <p>TRACY SCAVARELLI</p>	
	I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
	J Website: N/A	
	K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other	

H(a) Is this a group return for subsidiaries? Yes No
H(b) Are all subsidiaries included? Yes No
 If "No," attach a list. (see instructions)

L Year of formation: **M** State of legal domicile:

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <p align="center">SEE SCHEDULE O</p>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	11
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	11
	5 Total number of individuals employed in calendar year 2015 (Part V, line 2a)	5	6
	6 Total number of volunteers (estimate if necessary)	6	23
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b Net unrelated business taxable income from Form 990-T, line 34	7b	0
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	80,994	219,822
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	11,921	0
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	35,803	32,545
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	128,718	252,367
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	
14 Benefits paid to or for members (Part IX, column (A), line 4)			0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		60,533	156,373
16a Professional fundraising fees (Part IX, column (A), line 11e)			0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 2,074			0
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		28,612	54,458
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	89,145	210,831	
19 Revenue less expenses. Subtract line 18 from line 12	39,573	41,536	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	85,238	131,608
	22 Net assets or fund balances. Subtract line 21 from line 20	0	4,834
		85,238	126,774

Part II Signature Block

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

Sign Here	Signature of officer <p align="center">TRACY SCAVARELLI</p> Type or print name and title	Date <p align="center">TREASURER</p>
	Print/Type preparer's name CHARLENE T. VALLEE, CPA	Preparer's signature CHARLENE T. VALLEE, CPA
Paid Preparer Use Only	Check <input checked="" type="checkbox"/> if self-employed	PTIN P00049215
	Firm's name ▶ HENNESSEY & VALLEE, PLLC	Firm's EIN ▶ 47-5012649
	Firm's address ▶ 125 N STATE STREET CONCORD, NH 03301	Phone no. 603-225-0941

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

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

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

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

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

4a (Code:) (Expenses \$ **127,849** including grants of \$) (Revenue \$ **126,411**)

CONCORD COALITION TO END HOMELESSNESS (CCEH) FACILITATES COLLABORATION AMONG SERVICE PROVIDERS AND OTHER STAKEHOLDERS TO BRING BEST PRACTICES FOR ENDING HOMELESSNESS TO CONCORD UNDER THE CITY'S PLAN TO END HOMELESSNESS. CCEH ALSO OPERATES A DROP-IN, DAYTIME RESOURCE CENTER WHERE PEOPLE EXPERIENCING HOMELESSNESS CAN MEET THEIR IMMEDIATE NEEDS. AT THE RESOURCE CENTER, GUESTS CAN RECEIVE THEIR MAIL, USE THE PHONE AND INTERNET, TAKE A SHOWER AND DO LAUNDRY, AND MEET WITH A CASEWORKER FOR HELP IN ACCESSING MAINSTREAM SERVICES, BENEFITS, AND PROGRAMS.

4b (Code:) (Expenses \$ **70,537** including grants of \$) (Revenue \$ **70,000**)

CONCORD COALITION TO END HOMELESSNESS (CCEH) INITIATED HOUSING FIRST CONCORD, A PERMANENT SUPPORTIVE HOUSING PROGRAM FOR CHRONICALLY HOMELESS INDIVIDUALS. CCEH PROVIDES INTENSIVE CASE MANAGER SUPPORT TO CLIENTS TO HELP THEM MAKE THE TRANSITION FROM LONG-TERM HOMELESSNESS TO STAYING SUCCESSFULLY HOUSED. RENTAL ASSISTANCE, PROVIDED THROUGH ANOTHER AGENCY, ALLOWS THE CLIENT TO AFFORD AN APARTMENT IN THE PRIVATE MARKET.

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

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

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

4e Total program service expenses **198,386**

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

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

Section A. Governing Body and Management

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

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

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

Section C. Disclosure

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

ELLEN GROH 238 N. MAIN STREET **NH 03301** 603-290-3375
CONCORD

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

Check if Schedule O contains a response or note to any line in this Part VII

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

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

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."

- List the organization's **five current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

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

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) ELLEN FRIES	1.00									
CHAIR	0.00	X		X			0	0	0	
(2) MICHAEL LAFONTAINE	1.00									
VICE CHAIR	0.00	X					0	0	0	
(3) DAVID KELLER	1.00									
SECRETARY	0.00	X		X			0	0	0	
(4) MARGARET FOGARTY	1.00									
DIRECTOR AT LARGE	0.00	X					0	0	0	
(5) DOMINIC GEFFKEN	1.00									
DIRECTOR	0.00	X					0	0	0	
(6) TRACY SCAVARELLI	1.00									
TREASURER	0.00	X		X			0	0	0	
(7) JOANNE ST. HILLAIRE	1.00									
DIRECTOR	0.00	X					0	0	0	
(8) BILL GUNN	1.00									
DIRECTOR	0.00	X					0	0	0	
(9) LORINDA GILBERT	1.00									
DIRECTOR	0.00	X					0	0	0	
(10) MICHAEL LEUCHTENBERGER	1.00									
DIRECTOR	0.00	X					0	0	0	
(11) JOHN JAUHOLA-STRAIGHT	1.00									
DIRECTOR	0.00	X					0	0	0	

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) ELLEN GROH	40.00									
EXECUTIVE DIRECTOR	0.00			X			37,471	0	0	
1b Sub-total							37,471			
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							37,471			

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

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

Section B. Independent Contractors

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

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

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

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	50,000			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	169,822			
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		219,822			
Program Service Revenue	2a	Busn. Code				
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
	b Less: rental exps.					
	c Rental inc. or (loss)					
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
	b Less: cost or other basis & sales exps.					
	c Gain or (loss)					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a	39,484			
	b Less: direct expenses	b	7,844			
c Net income or (loss) from fundraising events		31,640				
9a Gross income from gaming activities. See Part IV, line 19	a					
b Less: direct expenses	b					
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	a					
b Less: cost of goods sold	b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Busn. Code				
11a MISCELLANEOUS INCOME		905	905			
b						
c						
d All other revenue						
e Total. Add lines 11a-11d		905				
12 Total revenue. See instructions.		252,367	905	0	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	37,470	35,222	1,873	375
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	92,447	86,901	4,622	924
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	14,600	13,724	730	146
10 Payroll taxes	11,856	11,144	593	119
11 Fees for services (non-employees):				
a Management				
b Legal	15	14	1	
c Accounting	2,941	2,765	147	29
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	8,085	7,600	404	81
12 Advertising and promotion				
13 Office expenses	13,367	12,565	668	134
14 Information technology				
15 Royalties				
16 Occupancy	21,389	20,309	900	180
17 Travel	313	294	16	3
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	900	846	45	9
23 Insurance	2,620	2,463	131	26
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MISCELLANEOUS EXPENSES	1,885	1,772	94	19
b PAYROLL SERVICE CHARGES	649	611	32	6
c PROGRAM SUPPLIES	586	551	29	6
d DUES AND SUBSCRIPTIONS	504	474	25	5
e All other expenses	1,204	1,131	61	12
25 Total functional expenses. Add lines 1 through 24e	210,831	198,386	10,371	2,074
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest bearing	85,238	1	114,455
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	11,603
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	2,450
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 4,500		
	b Less: accumulated depreciation	10b 1,400	10c	3,100
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)		85,238	16	131,608
Liabilities	17 Accounts payable and accrued expenses		17	4,834
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		0	26
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets		27	
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		85,238	32
33 Total net assets or fund balances		85,238	33	126,774
34 Total liabilities and net assets/fund balances		85,238	34	131,608

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	252,367
2	Total expenses (must equal Part IX, column (A), line 25)	2	210,831
3	Revenue less expenses. Subtract line 2 from line 1	3	41,536
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	85,238
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	126,774

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2015

Open to Public
Inspection

Name of the organization

CONCORD COALITION TO END HOMELESSNE

Employer identification number

26-3933990

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	48,032	34,700	49,914	80,994	219,822	433,462
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	48,032	34,700	49,914	80,994	219,822	433,462
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						433,462

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
7 Amounts from line 4	48,032	34,700	49,914	80,994	219,822	433,462
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	2					2
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)		1,648	443	330	905	3,326
11 Total support. Add lines 7 through 10						436,790
12 Gross receipts from related activities, etc. (see instructions)					12	40,389
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2015 (line 6, column (f) divided by line 11, column (f))	14	99.24 %
15 Public support percentage from 2014 Schedule A, Part II, line 14	15	99.07 %
16a 33 1/3% support test—2015. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test—2014. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2015. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2014. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2015 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2014 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2015 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2014 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2015.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b **33 1/3% support tests—2014.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 11 on Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 11a or 11b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b A family member of a person described in (a) above?	11b	
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.		Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.	3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year		
1	Amounts paid to supported organizations to accomplish exempt purposes			
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity			
3	Administrative expenses paid to accomplish exempt purposes of supported organizations			
4	Amounts paid to acquire exempt-use assets			
5	Qualified set-aside amounts (prior IRS approval required)			
6	Other distributions (describe in Part VI). See instructions.			
7	Total annual distributions. Add lines 1 through 6.			
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.			
9	Distributable amount for 2015 from Section C, line 6			
10	Line 8 amount divided by Line 9 amount			
Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2015	(iii) Distributable Amount for 2015
1	Distributable amount for 2015 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2015 (reasonable cause required-see instructions)			
3	Excess distributions carryover, if any, to 2015:			
a				
b				
c				
d	From 2013			
e	From 2014			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2015 distributable amount			
i	Carryover from 2010 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2015 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2015 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2015, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6	Remaining underdistributions for 2015. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7	Excess distributions carryover to 2016. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a				
b				
c	Excess from 2013			
d	Excess from 2014			
e	Excess from 2015			

Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

PART II, LINE 10 - OTHER INCOME DETAIL

MISCELLANEOUS INCOME \$ **3,326**

Schedule B
 (Form 990, 990-EZ,
 or 990-PF)
 Department of the Treasury
 Internal Revenue Service

Schedule of Contributors

OMB No. 1545-0047

2015

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

Name of the organization CONCORD COALITION TO END HOMELESSNE	Employer identification number 26-3933990
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Organization type (check one):

- | | | |
|--------------------|---|--|
| Filers of: | Section: | |
| Form 990 or 990-EZ | <input checked="" type="checkbox"/> 501(c)(3) (enter number) organization | |
| | <input type="checkbox"/> 4947(a)(1) nonexempt charitable trust not treated as a private foundation | |
| | <input type="checkbox"/> 527 political organization | |
| Form 990-PF | <input type="checkbox"/> 501(c)(3) exempt private foundation | |
| | <input type="checkbox"/> 4947(a)(1) nonexempt charitable trust treated as a private foundation | |
| | <input type="checkbox"/> 501(c)(3) taxable private foundation | |

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization CONCORD COALITION TO END HOMELESSNE	Employer identification number 26-3933990
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	GRANITE UNITED WAY 46 SOUTH MAIN STREET CONCORD NH 03301	\$ 24,999	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	NEW HAMPSHIRE CHARITABLE FOUNDATION 37 PLEASANT STREET CONCORD NH 03301	\$ 20,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	LINCOLN FINANCIAL GROUP ONE GRANITE PLACE CONCORD NH 03301	\$ 60,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	CITY OF CONCORD 41 GREEN STREET CONCORD NH 03301	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	NH-SGIA DEPT OF HEALTH & HUMAN SVC 129 PLEASANT STREET CONCORD NH 03301	\$ 40,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	PETER RUSSO 11 NEW CASTLE ST. CONCORD NH 03301	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2015

Open to Public Inspection

Name of the organization

Employer identification number

CONCORD COALITION TO END HOMELESSNE

26-3933990

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? (Yes/No), 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? (Yes/No)

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year (2a Total number of conservation easements, 2b Total acreage restricted by conservation easements, 2c Number of conservation easements on a certified historic structure included in (a), 2d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register), 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? (Yes/No), 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? (Yes/No), 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items. b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X, 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a** Public exhibition
- b** Scholarly research
- c** Preservation for future generations
- d** Loan or exchange programs
- e** Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
1c Beginning balance	
1d Additions during the year	
1e Distributions during the year	
1f Ending balance	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment %
- b** Permanent endowment %
- c** Temporarily restricted endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i)** unrelated organizations
- (ii)** related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		4,500	1,400	3,100
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				3,100

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

**SCHEDULE G
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2015

Open to Public Inspection

Name of the organization

CONCORD COALITION TO END HOMELESSNE

Employer identification number

26-3933990

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<u>SOUPERFEST</u> (event type)		<u>NONE</u> (total number)	(add col. (a) through col. (c))
Revenue	1	Gross receipts	35,880		35,880
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2)	35,880		35,880
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses	7,844		7,844
	10	Direct expense summary. Add lines 4 through 9 in column (d)			
11	Net income summary. Subtract line 10 from line 3, column (d)				28,036

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Revenue	1	Gross revenue				
Direct Expenses	2	Cash prizes				
	3	Noncash prizes				
	4	Rent/facility costs				
	5	Other direct expenses				
	6	Volunteer labor	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	
	7	Direct expense summary. Add lines 2 through 5 in column (d)				
	8	Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No
 b If "Yes," explain: _____

SCHEDULE O
(Form 990 or 990-EZ)Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZComplete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2015**Open to Public
Inspection**

Employer identification number

CONCORD COALITION TO END HOMELESSNE**26-3933990****FORM 990 - ORGANIZATION'S MISSION**

CONCORD COALITION TO END HOMELESSNESS (CCEH) WORKS TO ELIMINATE THE CAUSES OF HOMELESSNESS IN THE GREATER CONCORD, NH COMMUNITY. CCEH FACILITATES COLLABORATION AMONG HOMELESS SERVICE PROVIDERS AND OTHER STAKEHOLDERS; OPERATES A DROP-IN DAY CENTER FOR PEOPLE EXPERIENCING HOMELESSNESS; AND OPERATES A PERMANENT SUPPORTIVE HOUSING PROGRAM FOR CHRONICALLY HOMELESS INDIVIDUALS.

FORM 990, PART III, LINE 2

CONCORD COALITION TO END HOMELESSNESS (CCEH) BEGAN ITS HOUSING FIRST CONCORD PROGRAM WHICH IS A PERMANENT SUPPORTIVE HOUSING PROGRAM FOR CHRONICALLY HOMELESS INDIVIDUALS. CCEH PROVIDES INTENSIVE CASE MANAGER SUPPORT TO CLIENTS TO HELP THEM MAKE THE TRANSITION FROM LONG-TERM HOMELESSNESS TO STAYING SUCCESSFULLY HOUSED. RENTAL ASSISTANCE, PROVIDED THROUGH ANOTHER AGENCY, ALLOWS THE CLIENT TO AFFORD AN APARTMENT IN THE PRIVATE MARKET.

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990
FORM 990 IS SENT TO THE ENTIRE BOARD OF DIRECTORS FOR REVIEW PRIOR TO FILING FORM 990.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY
ANNUALLY BOARD MEMBERS ARE REQUIRED TO SIGN ACKNOWLEDGEMENTS REGARDING CONFLICTS OF INTEREST.

Name of the organization

Employer identification number

CONCORD COALITION TO END HOMELESSNE

26-3933990

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2015

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.
▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Attachment Sequence No. **179**

Name(s) shown on return

CONCORD COALITION TO END HOMELESSNESS

Identifying number

26-3933990

Business or activity to which this form relates

INDIRECT DEPRECIATION

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2014 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2016. Add lines 9 and 10, less line 12	▶ 13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	900

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2015	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>	

Section B—Assets Placed in Service During 2015 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	

Section C—Assets Placed in Service During 2015 Tax Year Using the Alternative Depreciation System

20a Class life				S/L	
b 12-year			12 yrs.	S/L	
c 40-year			40 yrs.	MM	S/L

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	900
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2015)

Depreciation Adjustment Report

All Business Activities

<u>Form</u>	<u>Unit</u>	<u>Asset</u>	<u>Description</u>	<u>Tax</u>	<u>AMT</u>	<u>AMT Adjustments/ Preferences</u>
There are no assets that meet the criteria of this report						

Federal Statements**Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)**

Description	Total Expenses	Program Service	Management & General	Fund Raising
OUTSIDE CONTRACT SERVICES	\$ 8,085	\$ 7,600	\$ 404	\$ 81
TOTAL	\$ 8,085	\$ 7,600	\$ 404	\$ 81

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
EDUCATION EXPENSES	\$ 452	\$ 424	\$ 23	\$ 5
VOLUNTEER APPRECIATION	421	396	21	4
OTHER	200	188	10	2
CREDIT CARD PROCESSING FE	131	123	7	1
TOTAL	\$ 1,204	\$ 1,131	\$ 61	\$ 12

Federal Statements

Schedule A. Part II. Line 1(e)

Description	Amount
OTHER	\$ 59,823
GRANITE UNITED WAY CASH CONTRIBUTION	24,999
NEW HAMPSHIRE CHARITABLE FOUNDATION CASH CONTRIBUTION	20,000
LINCOLN FINANCIAL GROUP CASH CONTRIBUTION	60,000
CITY OF CONCORD CASH CONTRIBUTION	10,000
NH-SGIA DEPT OF HEALTH & HUMAN SVC CASH CONTRIBUTION	40,000
PETER RUSSO CASH CONTRIBUTION	5,000
TOTAL	\$ <u>219,822</u>

Schedule A. Part II. Line 12

Description	Amount
MISCELLANEOUS INCOME	\$ 905
SOUPERFEST	35,880
OTHER	3,604
TOTAL	\$ <u>40,389</u>

Federal Statements

SOUPERFEST

Other Direct Fundraising or Gaming Expenses

<u>Description</u>	<u>Amount</u>
FUNDRAISING EXPENSES	\$ <u>7,844</u>
TOTAL	\$ <u><u>7,844</u></u>

Concord Coalition to End Homelessness
238 N. Main Street
PO Box 3933, Concord, NH 03302-3933
www.concordhomeless.org

Board of Directors - April 2017

Ellen Fries, Chair
Began: 6/2009

Michael LaFontaine, Vice Chair
Began 1/2016

John Jauhola-Straight, Acting Treasurer
Began: 4/2016

David Keller, Secretary
Began: 8/2010

Margaret Fogarty, At Large Director
Began: 6/2009

Dominic Geffken, MD, MPH, Director, Preventive Medicine
Began: 9/2015

Lorinda Gilbert, Director
Began: 4/2016

Bill Gunn, Director of Primary Care Behavioral Health
Began: 7/2012

Michael Leuchtenberger, Director
Began: 7/2013

Joanne St.Hilaire, Director
Began 6/2014

Board Meetings for Fiscal Year 2016/17: The third Thursday of each month at 8:00 AM
at the UU Church, 274 Pleasant St., Concord, NH 0330

Ellen G. Groh



EDUCATION

Master of Public Health, Harvard University School of Public Health, Boston, MA 2002
(G.P.A. 3.95)

J.D. with High Honors, University of North Carolina at Chapel Hill School of Law, Chapel Hill, NC 1990 (Class Rank: 14/231; Top 7%)

B.S. Elementary Education, State University of New York, Oswego NY 1983 (Valedictorian; , G.P.A. 3.9)

EXPERIENCE

Executive Director, Concord Coalition to End Homelessness (CCEH), Concord NH, 2/2014- present

Overseeing and managing all aspects of the Coalition, and the Concord Homeless Resource Center (CHRC). Serving as lead agency to facilitate the implementation of Concord's Plan to End Homelessness. Convening executive level Steering Committee, key provider agencies, and other stakeholders to attain the goals set out in the Plan. Coordinating education, outreach and communication activities with the broader community. Supervising paid staff and volunteers at CHRC drop in center. Developing and implementing measurement systems to assess CCEH and CHRC effectiveness with regard to mission and goals, and identifying opportunities for improvement. Engaging in fundraising and grant writing to support CCEH.

Coordinator, Healthy Eating Active Living (HEAL) Initiative, Manchester NH Health Department, 8/2011-12/2012

Took primary responsibility of two grant-funded initiatives to foster healthier lifestyles through policy and environmental change in Manchester's poorest inner city neighborhoods. Engaged and collaborated with residents, other city departments, and non-profit partners in design, implementation and evaluation of the grant initiatives.

1. Increased access to healthy food by designing and implementing a *Healthy Corner Store* pilot program, where store owners agreed to carry and promote healthier food options, and received incentives for participation (e.g., repairs, shelving, promotions).

- Designed and implemented components of program
- Recruited store owners to participate and created strong working relationships
- Conducted outreach to residents
- Evaluated program impact through surveys, sales tracking and interviews

2. Increased opportunities for physical activity through initiative to improve the "built environment." Analyzed a *walkability audit* for potential improvements; conducted outreach to engage residents in choosing a project; collaborated with city agencies and HEAL Committee to finalize project plans to upgrade a city park and basketball court.

3. Developed on-line "Neighborhood Profiles" to encourage and enable residents, non-profits and city agencies to engage in community initiatives. Compiled indicators of social determinants of health (e.g., poverty levels, educational levels) and resources (e.g., community gardens, bus route access) for each census tract in Manchester.

Founding Board Member and Treasurer of nonprofit *Souhegan Valley Transportation Collaborative (SVTC)*(Souheganvalleyrides.org), Milford area, NH, 2005-2011

Actively led SVTC to create an affordable ride service that takes residents of Amherst, Milford, Brookline and Hollis, NH to medical appointments in Nashua, and to five different grocery shopping locations, social service offices, municipal offices and senior activity centers.

- Identified the need for an affordable, door-to-door, wheelchair-accessible ride service for non-emergency medical appointments and other essential activities to enable people to continue to live independently in this semi-rural geographic area.
- Successfully solicited private donations for a pilot project.
- Negotiated with transportation provider and launched the service in 2008.
- Collaborated with four Boards of Selectmen, local agencies, and citizens groups to build support and to obtain local government funding for the service.
- Worked with Nashua Regional Planning Commission on further strategic planning, and successfully obtained Federal funding to expand the service from three days to five days a week, and add additional destinations.
- As of March 2013, SVTC has provided 9,645 rides to residents who can remain independent in their own homes.

Partner, Women's Health Educational Consultants (WHEC), Chapel Hill, NC, 1995-1999

Managed and delivered direct services in this innovative consultancy that teaches health-care providers how to empower their women patients, using a holistic approach. Instructed hundreds of students at four North Carolina medical and nursing schools in the proper techniques for performing pelvic and breast examinations, and taught respectful, sensitive, communication skills. This training and feedback has promoted physical and psychological comfort for patients, and a respectful partnership between thousands of patients and their practitioners.

Trainer / Coordinator Legacy Center / Lifespring Trainings, Raleigh area, NC, 1995-1999

Coordinated enrollment in goal-oriented trainings on leadership development and personal empowerment. Served as a mentor/coach for adult participants, facilitated evening workshops, and coordinated volunteers in organizing training workshops.

Ropes Course Facilitator, Cary Parks and Recreation, Cary, NC, 1997-1999

Facilitated groups in outdoor challenge courses designed to build teamwork skills and encourage personal risk.

Development Specialist, United Equities/Mills Construction Company, Raleigh, NC, 1997-1999

Created and negotiated financing packages for affordable multifamily rental housing for low-income families using government loan programs, conventional financing, and equity under the Low Income Housing Tax Credit program.

Housing Production Officer, North Carolina Housing Finance Agency, Raleigh, NC, 1994-97

Facilitated affordable rental housing development for low-income people in state-wide agency. Negotiated among private and public lenders and developers to craft complex financial packages including construction and permanent financing, operating. Developed funding policies, including application requirements and performance criteria.

Attorney, Pamlico Sound Legal Services, Greenville, NC, 1991-94

Represented low-income clients in civil matters. Areas of concentration included subsidized housing, unemployment benefits, and community economic development.

Mediator, Mediation Center of Pitt County, Greenville, NC, 1992-1994

Mediated a wide range of disputes between individuals, some referred from the court system.

Teacher, Carolina Friends School, Durham, NC, 1986-1987

Team-taught in a multi-age classroom of second-to-fourth graders.

Personal

Married, two children. Recent church council president. Interests: Kundalini Yoga (certified instructor), outdoors sports (National Outdoor Leadership School training, Kenya, Africa.)

Cynthia McGahan, BS

Experience

9/5/2016 to Present

Housing Stability Specialist, Concord Coalition to End Homelessness, Concord, NH
Provide individualized, client-driven, intensive case management to assist and support chronically homeless individuals to obtain and successfully maintain permanent housing in the community. The position involves connecting clients with public housing, private landlords, and mainstream service providers, and includes regular home visits with a high-needs population. Ensure proper documentation of program eligibility as well as client confidentiality.

1/01/14 to May 2016

Owner, Clean the Clutter Clear the Mind, LLC, Concord, NH

- Worked with clients one on one and with a small crew as needed to help them de-clutter their homes.
- Worked with Social Workers in Community Mental Health Centers and the State of NH Bureau of Elderly and Adult Services to help their clients maintain a safe and healthy living environment within the client's comfort level.
- Presented to various human service agencies to give insight into dealing with people with hoarding disorder in a compassionate, nonjudgemental manner.

9/09 to 11/12/13

Program Director, Healthy Homes Today
Community House Calls, Inc., Chester, NH

- Worked with clients with hoarding disorder and physical disabilities to make their home a safe and healthy environment.
- Worked one on one with clients to help them de-clutter and clean.
- Managed a team of employees when needed to do "clean outs" in a professional, compassionate manner.
- Estimated job costs.
- Worked with social workers, therapists, health inspectors, property managers, lawyers, trustees, guardians and family members to create plans of action in the best interest of the client.
- Attended networking and brainstorming meetings to explain what I have learned about hoarding disorder to help lessen the stigma attached to the illness.

10/05-5/08

Licensed Nursing Assistant (LNA)/ Administrative Assistant
Quality Care Partners, Manchester, NH

- LNA- Responsible for the care of clients in their residences as in their care plan. Clients ranged from infants to elderly with many different diagnoses. Care including assisting with activities of daily living (ADL's) as well as attending

appointments and public functions with clients while maintaining their privacy and dignity.

- Lead LNA- Responsible for scheduling and guidance of LNA's on second shift in a Senior Housing with Services complex. Was responsible for assisting staff with any emergencies that arose.
- Peer Mentor- Mentoring new employees with clients to ensure both parties were comfortable and ensure that the care plan was understood and company policies were followed.
- Administrative Assistant-
Human Resources
- Recruitment of caregivers by speaking at LNA training classes, classified ads in newspapers and on the internet.
- Responded to phone inquiries regarding employment, initial interviews for "first impressions", reference verifications, supervised drug screenings and implemented the orientation program for new hires.
- Maintained accurate and current employee files for state inspections.
- Intake*
- Responded to calls from potential clients, their family members, social workers, financial advisors and attorneys. Gather information from the caller and informed them of our services.
- Marketing*
- Design and placement of advertisements for newsprint, yellow pages and special events.
- Interfaced with vendors to design and procure all marketing materials, brochures and promotional items.
- Attended networking meetings and various senior events to promote the company.
- Scheduling*
- Assisted the office manager with the scheduling of caregivers, on call scheduler every other weekend and in manager's absence.

5/05-9/05

Licensed Nursing Assistant
Harris Hill Center, Concord, NH

- Assisted residents with ADL's while ensuring their dignity. Completed flow sheets and safety charts as required by facility policy, took vital signs and informed nurses of any physical or cognitive changes when observed.

4/77-3/05

Offset Printing

- Worked in the quick print industry in various positions; press operator, customer service, sales, marketing, equipment and maintenance service sales, front end and general manager, purchasing, quoting and business owner.

Education

Springfield College, Springfield, MA

B.S. in Human Services, Magna Cum Laude, May 2011

New Hampshire Technical Institute, Concord, NH

General education courses and basics in Human Services.

LEADS Project Peer Mentoring Program, Paraprofessional Health Institute, NY,NY

Volunteer

Concord Homeless Resource Center. Concord, NH

- Help with serving refreshments, keeping laundry and showers on schedule, explaining how things work with new guests and making sure that policies are followed.

Manchester Task Force on Hoarding

- Helped with the start up of the task force.

Quality of Life Awards Travel Team, NH Division of Health & Human Services, Concord, NH

- Was chosen to be one of the four-member committee to evaluate the nursing homes chosen as finalists for the Annual Quality of Life Awards. Reviewed the applications and visited each of the facilities throughout the state, interviewed management teams, employees, residents, family members and volunteers to gather information and witness the programs put in place to improve the quality of life for the residents. Discussed and evaluated our findings among the committee members and chose the winners.

Presentations

2014 International Conference on Hoarding, San Francisco, CA
Holistic Help for Hoarding Disorder

Angela Spinney, M.A.

Education:

Master of Arts

Clinical Psychotherapy and Counseling

Rivier College, Nashua NH

1992

Experience:

Concord Coalition to End Homelessness

2015-Present

Director of Programs (Oct 2017 – present)

- *Responsible for managing and integrating the direct-service programs of the Concord Coalition to End Homelessness, including the Homeless Resource Center, Housing First Concord, and the Winter Shelter. Includes direct supervision of program staff, and networking with local providers.*

Concord Homeless Resource Center Program Director (2015 –Oct 2017)

- *Supervise the overall, day to day operations of the Resource Center including volunteer recruitment, training, staff supervision, program development, networking with local providers, managing donations and facilities maintenance.*

Child and Family Services Group Home

2008- 2014

Program Manager

- **Management** duties included the development and management of various federal grant programs, National School Lunch Program, Title 1 Oversight, town and zoning ordinances, health inspections, approval and submission of Pay roll, schedule, billing, trainings, budget management, policy development, employment issues, Quality Assurance, community contracts and property and vehicle maintenance.
- **Clinical** Duties included: supervision of Clinical Director, supervision of 20 residential staff, facilitation of peer clinical supervision groups, consultant for programmatic clinical groups, enforcement of DHHS State Certification and Licensing requirements, NH FRAMEWORKS collaboration, and participant for subcommittee on new Certification Rules.

Child and Family Services Group Home

1992-2008

Clinical Director

- *Referral and screening of applicants, implementation and development of individualized treatment plans, assessments, group therapy, family counseling, documentation for the courts, attendance at court hearings, supervision of staff, monthly progress reports, collateral contacts, and providing staff trainings.*

Child and Family Services of NH

1992-1995

Integrated Home Based Services Clinician

- *Provided in home services for individuals, couples, and families with a broad range of mental health and behavioral issues within the community.*

**Concord Coalition to End Homelessness
Extension of SGIA to SFY 19**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ellen Groh	Executive Director	\$50,000	0%	0%
Angela Spinney	Director of Programs	\$42,000*	0%	0%
Cynthia McGahan	Housing Stability Specialist	\$38,500*	100%	\$38,500

*Angela Spinney and Cynthia McGahan are hourly employees. Annual salary is estimated based on hourly rate.

30 mac



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

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

May 17, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.


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

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

Area Served: Statewide

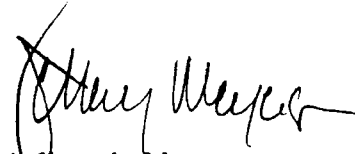
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

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

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

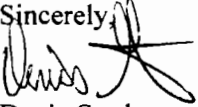
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT



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**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Coalition to End Homelessness, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 238 North Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

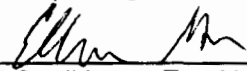
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$40,000 from \$80,000 to read: \$120,000.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



- 7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.
- 8. Add to Exhibit C-1, Revisions to General Provisions, Item 5, 5.1, and 5.2 to read:
 - 5. I hereby certify that Concord Coalition to End Homelessness, is not subject to the audit requirements as set forth in Title 45, C.F.R. Part 74.26 and OMB Circular No. A-133, nor does it receive federal funds sufficient to trigger these requirements. Should Concord Coalition to End Homelessness receive federal funds sufficient to trigger these audit requirements, Concord Coalition to End Homelessness will be required to comply with the provisions of Paragraph# 9 of Exhibit C, Special Provisions.



Concord Coalition to End Homelessness

5-11-17
Date

- 5.1 In the event that Concord Coalition to End Homelessness, is acquired in whole or in part by another entity that is subject to the audit requirements as set forth in Title 45, C.F.R. Part 74.26 and OMB Circular No. A-133, or receives federal funds sufficient to trigger these audit requirements, the Provisions of Paragraph #9 shall apply to that entity.
- 5.2 Notwithstanding Paragraph #9 above, Concord Coalition to End Homelessness, is still required to comply with the provisions of Paragraphs # 9.1 (Audit and Review) and #9.2 (Audit Liabilities) in Exhibit C.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Mary Ryan
Name: Mary Ryan
Title: Director

Concord Coalition to End Homelessness

5-11-17
Date

[Signature]
Name:
Title:

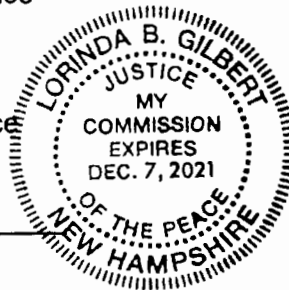
Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 5-11-17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Lorinda B. Gilbert
Signature of Notary Public or Justice of the Peace

Lorinda B. Gilbert
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12-7-21



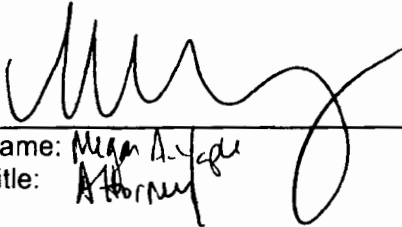
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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

OFFICE OF THE ATTORNEY GENERAL

5/30/17
Date


Name: Megan A. Fagan
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY 16	not to exceed \$40,000.00
SFY 17	not to exceed \$40,000.00
SFY 18	not to exceed \$40,000.00
July 1, 2015 – June 30, 2018:	not to exceed \$120,000.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$120,000.00
Total program amount	\$120,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.
4. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
 - 4.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 4.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 4.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed

EA

5-11-17



Exhibit B – Amendment # 1

expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

5. USE OF GRANT FUNDS

- 5.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 5.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 5.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

6. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 6.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 6.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

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5-11-17



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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

8/26/15 #12

July 16, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

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

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-in-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BMHS-02
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist


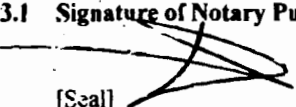
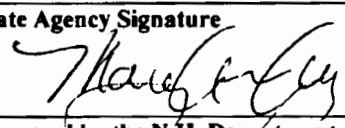
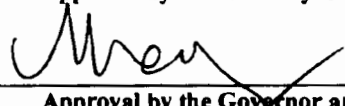
Subject: State Grant-In-Aid Funds Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Concord Coalition to End Homelessness		1.4 Contractor Address PO Box 3933 238 North Main Street Concord NH 03302	
1.5 Contractor Phone Number 603-290-3375	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ellen Grah, Executive Director Concord Coalition to End Homelessness	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/1/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace RONALD C. JOBEL, Notary Public My Commission Expires June 8, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York, Attorney On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: UP
Date: 7/1/15

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: ES
Date: 7/1/15



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. **CONDITIONAL NATURE OF AGREEMENT**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. **Matching Requirement**
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

[Handwritten Signature]
7/1/15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

EA
7/1/15



Exhibit B

Method and Conditions Precedent to Payment

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY15 not to exceed \$40,000.00
SFY16 not to exceed \$40,000.00

July 1, 2015 – June 30, 2017: not to exceed \$80,000

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services \$80,000.00
Total program amount \$80,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

4. **USE OF GRANT FUNDS**

4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**

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

5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence, and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

Contractor Name: Concord Coalition to End Homelessness

7/1/15
Date


Name: Ellen Grah
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Concord Coalition to End Homelessness*

7/1/15
Date

Ellen Goh
Name: *Ellen Goh*
Title: *Executive Director*



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Concord Coalition to End Homelessness

7/1/15
Date

[Signature]
Name: Ellen Erch
Title: Executive Director

Contractor Initials EB
Date 7/1/15



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

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

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

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

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

Exhibit G

Contractor Initials

EG

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

7/1/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Concord Coalition to End Homelessness

7/1/15
Date

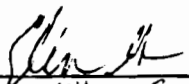

Name: Ellen Groh
Title: Executive Director

Exhibit G

Contractor Initials EG

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

Date 7/1/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Concord Coalition to End Homelessness

7/1/15
Date

[Signature]
Name: Ellen Grah
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS
The State

[Signature]
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

7/19/15
Date

Concord Coalition to End Homelessness
Name of the Contractor

[Signature]
Signature of Authorized Representative

Ellen Groh
Name of Authorized Representative

Executive Director
Title of Authorized Representative

7/1/15
Date



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

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

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

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

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

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

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

Contractor Name: Concord Coalition to End Homelessness

Date 7/1/15


Name: Ellen Groh
Title: Executive Director



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

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



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cross Roads House, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 600 Lafayette Road, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$178,595 from \$535,785 to read: \$714,380
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/24/18
Date

Christie Tappan
Name: *Christie Tappan*
Title: *Associate Commissioner*

Cross Roads House, Inc.

1/15/18
Date

Martha Stone
Name: *Martha Stone*
Title: *Executive Director*

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on 1/15/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Susan D. Duchesne
Signature of Notary Public or Justice of the Peace

SUSAN DUCHESNE
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/2020



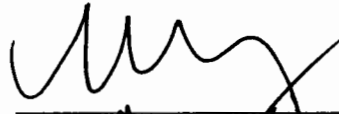


New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

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

OFFICE OF THE ATTORNEY GENERAL

5/2/10
Date _____


Name: Megan A. Cole
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

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

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

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$178,595.00
SFY17	not to exceed \$178,595.00
SFY18	not to exceed \$178,595.00
SFY19	not to exceed \$178,595.00

July 1, 2015 – June 30, 2019: not to exceed \$714,380.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$714,380.00
Total program amount	\$714,380.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and



Exhibit B – Amendment #2

guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Cross Roads House

Budget Request for: State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 822,000.00	\$ -	\$ 822,000.00	\$ 713,000.00	\$ -	\$ 713,000.00	\$ 109,000.00	\$ -	\$ 109,000.00
2. Employee Benefits	\$ 123,300.00	\$ -	\$ 123,300.00	\$ 106,950.00	\$ -	\$ 106,950.00	\$ 16,350.00	\$ -	\$ 16,350.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,788.00	\$ -	\$ 2,788.00	\$ 2,788.00	\$ -	\$ 2,788.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
janitorial	\$ 26,500.00	\$ -	\$ 26,500.00	\$ 26,500.00	\$ -	\$ 26,500.00	\$ -	\$ -	\$ -
beds and resident supplies	\$ 11,500.00	\$ -	\$ 11,500.00	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	\$ -	\$ -
Office	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
6. Travel	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 153,245.00	\$ -	\$ 153,245.00	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 53,245.00	\$ -	\$ 53,245.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,700.00	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	\$ -	\$ -
Postage	\$ 7,250.00	\$ -	\$ 7,250.00	\$ 7,250.00	\$ -	\$ 7,250.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 13,500.00	\$ -	\$ 13,500.00	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -
Insurance	\$ 26,000.00	\$ -	\$ 26,000.00	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
9. Software	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 program costs for permanent housing	\$ 222,298.00	\$ -	\$ 222,298.00	\$ 222,298.00	\$ -	\$ 222,298.00	\$ -	\$ -	\$ -
14 food costs	\$ 25,300.00	\$ -	\$ 25,300.00	\$ 25,300.00	\$ -	\$ 25,300.00	\$ -	\$ -	\$ -
15 fund raising	\$ 41,500.00	\$ -	\$ 41,500.00	\$ 41,500.00	\$ -	\$ 41,500.00	\$ -	\$ -	\$ -
16 credit card charges on donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,597,881.00	\$ -	\$ 1,597,881.00	\$ 1,419,286.00	\$ -	\$ 1,419,286.00	\$ 178,595.00	\$ -	\$ 178,595.00

Indirect As A Percent of Direct

0.0%

Contractor Initials *MJS*
Date *1/15/18*

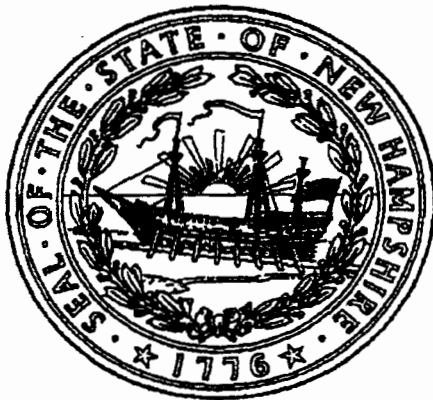
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CROSS ROADS HOUSE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62166



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 28th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Cross Roads House, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on January 15, 2018 :
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 15 day of January, 2018 .
(Date Amendment Signed)

4. Martha Stone is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

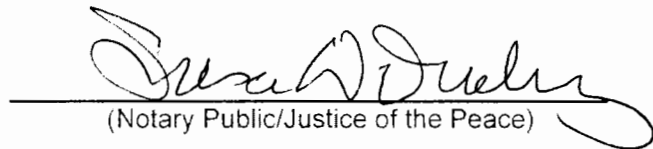

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 15th day of Jan, 2018.

By Suzanne Bresette.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2018

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

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

PRODUCER DataRisk A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801	CONTACT NAME: PHONE (A/C, No, Ext): (603) 778-8985 FAX (A/C, No): (603) 778-8987 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B: FirstComp Insurance Company</td> <td>27626</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co.	18058	INSURER B: FirstComp Insurance Company	27626	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Cross Roads House, Inc 600 Lafayette Rd. Portsmouth NH 03801-5435														

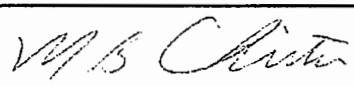
COVERAGES **CERTIFICATE NUMBER:** 39916410 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1764204	1/10/2018	1/10/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1764204	1/10/2018	1/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB614621	1/10/2018	1/10/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0102840-09	1/10/2018	1/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Human Services Professional Liab			PHPK1764204	1/10/2018	1/10/2019	\$1,000,000 Occ/ \$3,000,000 Aggregate
A	Crime (Employee Theft)			PHPK1764204	1/10/2018	1/10/2019	\$150,000 Limit; \$2,500 Deductible
A	Theft of Money & Securities (I/O)			PHPK1764204	1/10/2018	1/10/2019	\$10,000 limit; \$500 Deductible
A	Computer Fraud			PHPK1764204	1/10/2018	1/10/2019	\$50,000 Limit; \$1,000 Deductible

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

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Dept of Health & Human Services Bureau of Homeless & Housing 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian 
--	--

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Cross Roads House, Inc.

Mission Statement

At Cross Roads House:

We protect men, women and children of the Greater Seacoast area experiencing homelessness from exposure and hunger.

We provide secure, transitional shelter for those seeking to break the cycle of homelessness.

We support individuals and families by providing them with the opportunity to move with dignity and purpose to stable and decent housing.

CROSS ROADS HOUSE, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2017
with Summarized Financial Information
for the Year Ended June 30, 2016

TABLE OF CONTENTS

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Statements of Activities	4
Statement of Functional Expenses	5
Statements of Cash Flows	6
Notes to Financial Statements.	7

Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Cross Roads House, Inc.
Portsmouth, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Cross Roads House, Inc. (a nonprofit organization) as of June 30, 2017 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Board of Directors
Cross Roads House, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cross Roads House, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Cross Roads House, Inc.'s financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
September 12, 2017

CROSS ROADS HOUSE, INC.
STATEMENTS OF FINANCIAL POSITION
June 30,

<u>ASSETS</u>	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 360,278	\$ 400,288
Accounts receivable	2,429	-
Grants receivable	67,350	11,053
Unconditional promises to give	242,675	104,750
Prepaid expenses	<u>54,288</u>	<u>46,249</u>
Total current assets	727,020	562,340
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$1,382,026 & \$1,227,791 respectively	4,639,205	4,695,296
OTHER ASSETS		
Closing costs, net of accumulated amortization of \$1,297 & \$1,071, respectively	57	282
Unconditional promises to give, long-term	-	171,000
Cash and marketable securities, long-term reserve	672,926	602,113
Beneficial interest in assets held by others	130,525	120,344
Cash and cash equivalents, operating reserve	<u>125,458</u>	<u>125,069</u>
Total other assets	<u>928,966</u>	<u>1,018,808</u>
TOTAL ASSETS	\$ <u>6,295,191</u>	\$ <u>6,276,444</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 18,515	\$ 40,781
Deferred income	41,449	55,185
Long-term debt, current portion	14,295	13,842
Accrued payroll items	<u>40,726</u>	<u>43,678</u>
Total current liabilities	114,985	153,486
LONG-TERM DEBT, net of current portion	<u>197,995</u>	<u>212,158</u>
Total liabilities	312,980	365,644
NET ASSETS		
Unrestricted		
Designated	798,384	727,182
Undesignated	4,882,302	4,867,274
Temporarily restricted	171,000	196,000
Permanently restricted	<u>130,525</u>	<u>120,344</u>
Total net assets	<u>5,982,211</u>	<u>5,910,800</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>6,295,191</u>	\$ <u>6,276,444</u>

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

CROSS ROADS HOUSE, INC.
STATEMENTS OF ACTIVITIES
Years ended June 30,

	2017	2016
PUBLIC SUPPORT AND REVENUES:		
PUBLIC SUPPORT		
Government grants	\$ 499,636	\$ 324,695
Donations	632,635	533,859
Fundraising, net of direct expenses of \$46,365 and \$60,985, respectively	<u>356,930</u>	<u>353,494</u>
Total public support	1,489,201	1,212,048
REVENUES		
Use of facilities	-	3,500
Investment return	<u>50,182</u>	<u>19,665</u>
Total revenues	<u>50,182</u>	<u>23,165</u>
Total public support and revenues	1,539,383	1,235,213
EXPENSES		
Program services	1,021,113	856,359
General and administrative	213,553	189,230
Fundraising	<u>89,206</u>	<u>60,173</u>
Total expenses	1,323,692	1,105,762
CHANGE IN OPERATING NET ASSETS BEFORE DEPRECIATION		
Less depreciation and amortization	<u>154,461</u>	<u>155,627</u>
INCREASE (DECREASE) IN OPERATING NET ASSETS	61,230	(26,176)
BUILDING SUPPORT	<u>25,000</u>	<u>22,790</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	86,230	(3,386)
TEMPORARILY RESTRICTED NET ASSETS		
Public support	479,155	335,186
Restrictions satisfied by use	(504,155)	(357,976)
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	(25,000)	(22,790)
PERMANENTLY RESTRICTED ASSETS		
Investment return	15,547	(5,097)
Distributions	(5,366)	(5,166)
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	<u>10,181</u>	<u>(10,263)</u>
INCREASE (DECREASE) IN NET ASSETS	71,411	(36,439)
NET ASSETS, Beginning of year	5,910,800	5,947,239
NET ASSETS, End of year	\$ <u>5,982,211</u>	\$ <u>5,910,800</u>

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

CROSS ROADS HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30,

	2017			2016	
	Program Services	General and Admin	Fund- Raising	Total	Total
Management salaries	\$ 64,013	\$125,168	\$ 47,855	\$ 237,036	\$ 228,043
Salaries and wages	478,577	18,438	10,115	507,130	440,470
Employee benefits	52,482	38,442	8,130	99,054	87,689
Payroll taxes	43,169	11,488	4,898	59,555	53,299
Professional fees	11,582	643	643	12,868	22,224
Bad debt	3,159	4,200	-	7,359	-
Advertising and promotion	-	-	5,630	5,630	4,754
Office and administration	47,474	2,637	2,637	52,748	27,661
Heat	12,799	711	711	14,221	15,173
Electricity	27,246	1,514	1,514	30,274	30,447
Water and sewer	21,210	1,178	1,178	23,566	22,364
Repairs and maintenance	64,583	3,588	3,587	71,758	85,109
Interest	7,590	422	423	8,435	8,894
Insurance	25,229	1,402	1,402	28,033	28,032
Food	30,759	-	-	30,759	21,873
Direct services	120,208	-	-	120,208	16,811
Telephone	5,450	303	303	6,056	5,850
Volunteer development	-	2,798	-	2,798	1,621
Staff and program development	5,583	621	-	6,204	5,448
TOTALS BEFORE DEPREC & AMORT	1,021,113	213,553	89,026	1,323,692	1,105,762
Depreciation & amortization	138,812	7,937	7,712	154,461	155,627
TOTALS	<u>\$1,159,925</u>	<u>\$ 221,490</u>	<u>\$ 96,738</u>	<u>\$ 1,478,153</u>	<u>\$ 1,261,389</u>

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

CROSS ROADS HOUSE, INC.
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from public support	\$ 1,324,889	\$ 1,116,417
Cash received from investment return	60,364	9,402
Cash received from use of facilities	-	3,500
Cash paid to employees and suppliers	(1,340,871)	(912,526)
Cash paid for interest	(8,434)	(8,894)
Net cash provided by operating activities	35,948	207,899
CASH FLOWS FROM INVESTING ACTIVITIES		
Net unrealized investment gain (loss)	35,897	(9,016)
Cash paid for property and equipment	(98,145)	(18,959)
Net cash used by investing activities	(62,248)	(27,975)
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid for debt reduction	(13,710)	(13,251)
Net increase (decrease) in cash	(40,010)	166,673
Cash at beginning of year	400,288	233,615
CASH AT END OF YEAR	\$ 360,278	\$ 400,288
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 71,411	\$ (36,439)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Net unrealized investment (gain) loss	(35,897)	9,016
Depreciation expense	154,236	155,402
Amortization expense	225	225
(Increase) decrease in:		
Accounts receivable	(2,429)	-
Grants receivable	(56,297)	96,941
Unconditional promises to give	33,075	(32,434)
Prepaid expenses	(8,039)	(23,999)
Beneficial interest in assets held by others	(10,181)	10,263
Cash and cash equivalents, operating reserve	(389)	(8,271)
Cash and marketable securities, long-term reserve	(70,813)	(48,099)
Increase (decrease) in:		
Accounts payable	(22,266)	25,282
Deferred income	(13,736)	47,685
Accrued payroll items	(2,952)	12,327
Total adjustments	(35,463)	244,338
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 35,948	\$ 207,899

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

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS
Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Cross Roads House, Inc. (Cross Roads House), was organized March 24, 1982, but was essentially activated January 1, 1984. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in southeastern New Hampshire.

Basis of Accounting

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

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

Cross Roads House received a letter of determination dated July 28, 1986 from the Internal Revenue Service advising it that it qualified as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. Cross Roads House is classified as other than a private foundation.

Financial Statement Presentation

Cross Roads House presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Cross Roads House is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, Cross Roads House is required to present a statement of cash flows.

Cash and Cash Equivalents

For purposes of these financial statements all non-custodial highly liquid investments with an initial maturity of less than three months or investments with a per share value constant at one dollar are considered to be cash equivalents. Cash equivalents were \$137,357 and \$246,196 as of June 30, 2017 and 2016.

Accounts Receivable

Accounts receivable consist primarily of amounts due from the State in support of homeless operations. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. As of June 30, 2017 and 2016 management considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through September 12, 2017 the date the financial statements were available to be issued. A housing discrimination suit was filed on July 13, 2017 with the New Hampshire Commission on Human Rights by a former resident. All charges have been denied and management maintains that the allegations are without merit. The insurance company has engaged an attorney who does not view the charge to fall within the definition of materiality, as the organization is insured for the claim and as the claim appears to lack in significant merit.

Promises to Give/Contributions

Contributions are recognized when the donor makes a promise to give to Cross Roads House that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

An allowance for uncollectible unconditional promises is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2017, management considers all pledges to be fully collectible.

All unconditional promises to give are current and consist of the following, as of June 30,

	2017	2016
Capital campaign	\$ 171,000	\$ 196,000
Wentworth Gala event	71,675	79,750
TOTALS	\$ 242,675	\$ 275,750

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2017 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2017, investments have a market value of \$798,384, cost basis of \$768,170 and unrealized gains of \$30,214.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 33 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 7 years. Property and equipment as of June 30, 2017 consisted of the following:

Land and improvements	\$ 217,266
Buildings and improvements	5,635,372
Furniture and equipment	168,593
Total property and equipment	6,021,231
Less accumulated depreciation	1,382,026
Property and equipment, net	\$ <u>4,639,205</u>

Contributions

Cross Roads House records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the years ended June 30, 2017 and 2016, there were no amounts for donated services.

Donated Materials

Donated marketable securities and property and equipment are valued at fair market value. Marketable securities are immediately sold and are included in the statement of activities as donations. Donated securities were received and valued as follows during the years ended June 30,

	2017	2016
Marketable securities	\$ 27,311	\$ 41,918

Functional Allocation of Expenses

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

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2017

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

Cross Roads House is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Cross Roads House. In accordance with its spending policy, the Foundation makes distributions from the fund to Cross Roads House. The distributions are 4.03% of the market value of the fund per year.

Activity in this endowment fund consisted of the following for the years ended June 30,

	2017	2016
Beginning, fair value, 7/1	\$ <u>120,344</u>	\$ <u>130,607</u>
Total return	16,415	(4,237)
Foundation fee	(868)	(860)
Distributions	(<u>5,366</u>)	(<u>5,166</u>)
Ending, fair value, 6/30	\$ <u>130,525</u>	\$ <u>120,344</u>

Distributions represent amounts distributed to Cross Roads House and are shown as unrestricted dividends.

NOTE C - INVESTMENTS AT FAIR VALUE

Cross Roads House records its marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets, in the statement of activities.

Following is a description of the valuation methodologies used for assets measured at fair value.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2017

NOTE C - INVESTMENTS AT FAIR VALUE (continued)

The Organization reports under the Fair Value Measurements, which established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Investments, all at level 1, at fair value as of consisted of the following:

	2017	2016
Cash & equivalents	\$ 137,357	\$ 246,196
Domestic equities	338,591	269,949
Domestic fixed income	220,534	169,899
International fixed income	<u>101,902</u>	<u>41,138</u>
TOTALS	\$ <u>798,384</u>	\$ <u>727,182</u>

NOTE D - LONG-TERM DEBT

	Current	Long-term	Total
Note payable, People's United Bank, monthly payment is \$1,403, 3.92% interest; secured by property and equipment; note matures June 2033.	\$ 9,188	\$ 190,584	\$ 199,772
Note payable, NH Community Development Authority, monthly payment is \$443, 2.00% interest; secured by property; note matures November 2019.	<u>5,107</u>	<u>7,411</u>	<u>12,518</u>
Total long-term debt	\$ <u>14,295</u>	\$ <u>197,995</u>	\$ <u>212,290</u>

Future principal loan payments are as follows for the years ended,

June 30,	2018.	\$ 14,295
	2019.	14,765
	2020.	12,189
	2021.	10,350
	2022.	12,350
	Thereafter. . .	148,341

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2017

NOTE E - ACCRUED PAYROLL ITEMS

Accrued payroll items consisted of the following as of the years ended June 30,

	2017	2016
Payroll and payroll taxes	\$ 929	\$ 12,810
Earned time	<u>39,797</u>	<u>30,868</u>
Totals	\$ <u>40,726</u>	\$ <u>43,678</u>

NOTE F - UNRESTRICTED BOARD DESIGNATED NET ASSETS

The Board of Directors of Cross Roads House has approved the following designations of net assets as of June 30,

	2017	2016
Long-term reserve	\$ 672,926	\$ 602,113
Operating reserve	<u>125,458</u>	<u>125,069</u>
Totals	\$ <u>798,384</u>	\$ <u>727,182</u>

Board designated long-term reserve represents amounts held to enhance the capitalization of Cross Roads House. Unrestricted board designated net assets may not be liquidated or expended without the approval of the Board of Directors.

NOTE G - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets total \$171,000, all of which is available for the capital campaign.

NOTE H - CONCENTRATION OF CREDIT RISK

As of June 30, 2017 and 2016, Cross Roads House has a cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation. The uninsured amount was \$111,687 and \$169,370, respectively.

Cross Roads House has a cash balance held by an investment brokerage firm that is insured by the Securities Investor Protection Corporation. There were no uninsured amounts as of June 30, 2017 and 2016.

Cross Roads House derived 34% of its operating revenue from government agencies.

NOTE I - COMMITMENTS AND CONTINGENCIES

Cross Roads House receives money under various state and federal grants. Under the terms of these grants, Cross Roads House is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, Cross Roads House may be required to repay the grantor's funds.

CROSS ROADS HOUSE
Board of Directors 2016-2017

Name	Affiliation*	Town of Residence	Phone	Email Address	Committees	Term Began	Term Ends
Adams, Michael	Adrenaline	Greenland	H: 603-373-0547 C: 603-969-3938 Cbus: 314-956-2502 W: 603-957-4221	mcadamsaia@gmail.com / madams@adrenalineshot.com	Building	2016	2019
Ade, Richard	Ocean Properties Ltd.	Portsmouth	W: 603-559-2101	rich.ade@oceanprop.com	Program	2011	2017
Allison, Tim	UNH	Portsmouth	C: 603-502-4450	tim_allison@hotmail.com	Development	2012	2019
Bresette, Suzanne President		North Hampton	C: 978-857-7056	suzanne@bresette.com	Executive, Development	2007	2019
Brown, Bob Vice President		North Hampton	C: 781-0100	rbrown1843@aol.com	Executive, Finance	2011	2017
Blake, Jude		Portsmouth	C: 603-502-4779	jude@judeblake.com	Nominating & Governance	2010	2017
Campbell, Eric	Bottomline Technologies, Inc.	York, ME	W: 603-501-4898	ecampbell@bottomline.com	Program	2015	2018
Cloutier, Denis	CSNH	New Castle	W: 603-641-9666	denis@csnh.us	Program, Building	2012	2019
Cohen, Ken	Psychiatrist	Kensington	H: 603-772-2909	kenhcohen@comcast.net	Program	2013	2019
Dillon, Denis	McLane, Graf, Raulerson & Middleton	Rye	W: 334-6921	denis.dillon@mclane.com	Finance, Nominating & Governance, Development	2004	2018
Drew, Kathryn	Bank of America/Merrill Lynch	Rye	W: 433-1170	kathryn_drew@ml.com	Executive, Nominating & Governance	1999	2018
Hayden, Richard (Chick)	Retired	Rye	H: 964-6349	richard.hayden3@comcast.net	Nominating & Governance	1996	2018
Martindale, Vivan	Retired	Hampton	H: 601-7468	vmartindale@TTLC.NET	Executive, Program	2006	2019

*Some members do not have professional affiliations because they are retired, self-employed, or unemployed

CROSS ROADS HOUSE
Board of Directors 2016-2017

Moore, Vanda Secretary	JP Morgan Chase Bank NA	Rye	C: 617-283-5876	rosstartan@comcast.net	Executive, Development	2013	2019
Scourby, Lex		Portsmouth	C: 498-4887	lscourby@cosff.com	Executive, Finance, Nominating & Governance, Development	2003	2018
Silva, Chuck	Albany International	Portsmouth	W: 518-445-2277	Charles.Silva@albint.com	Nominating & Governance	2015	2018
St. Jean, Ben	Heine USA Ltd	Portsmouth	W: 603-742-7103	benstjean@outlook.com	Finance, Building	2015	2018
St. Martin, Joe Treasurer		Exeter	C: 603-553-4553	joe_stmartin@yahoo.com	Finance	2015	2019
Van Patten, David		Stratham	C: 498-4331	dave@dvanpatten.com	Executive, Development	2007	2019
Mary Lee Worboys		Durham	H: 868-1490	mlworboys@comcast.net	Program	2011	2017

*Some members do not have professional affiliations because they are retired, self-employed, or unemployed

Martha E. Stone

EXPERIENCE

7/13 – present **Executive Director**, Cross Roads House, Portsmouth, NH

Chief executive of 96+ bed not-for-profit homeless shelter. Oversee and manage annual budget of \$1.5M and shelter operations. Maintain relationships with state and municipal authorities, and ensure regulatory compliance. Manage federal, state, municipal and private grant solicitations, contract compliance, and reporting. Direct fundraising activities and supervise development staff. Provide executive-level advocacy with medical, social service, and government agencies.

1/04 – 7/13 **Development Director**, Cross Roads House, Portsmouth, NH

Raise \$600,000+ annually to support shelter operations. Responsible for planning and implementing all fundraising activities including individual and corporate giving, direct mail appeals, special events, corporate & foundation grants, and planned giving. Oversee volunteer activities, donor database management, and gift processing. Plan and execute donor stewardship activities and events. Design and produce marketing materials. Represent organization at community events and manage public relations activities. Work closely with Board of Directors to set and achieve fundraising goals. From 2007- 2009 managed a \$5M capital campaign to fund the design and construction of a new shelter facility.

7/94-1/04 **Co-Owner**, Stone Signs & Designs, Portsmouth, NH

Manage all financial records including accounts payable and receivable; involved in strategic planning and goal setting; created and maintained customer database.

7/94-1/04 **Co-Owner and Property Manager**, Stone Properties, Greenland, NH

Own and operate multiple residential and commercial properties in the Seacoast; maintain financial records including accounts payable and receivable, schedule and coordinate all aspects of maintenance for buildings, interview and process all tenant applications; handle tenant needs.

3/92-6/94 **Marketing Manager**, Healthsource, Concord, NH

Supervised staff of eleven; oversaw the servicing and retention of over 400 accounts by closely monitoring all account renewal activities; created marketing strategies to increase annual membership; designed and developed service program including manuals for client use; trained new Account Managers in all aspects of the position including: negotiating, presentation skills, and conflict resolution; regularly conducted presentations for clients explaining health benefits and policy changes.

10/89-3/92 **Marketing Representative**, Healthsource, Concord, NH

Accountable for renewing and retaining 75 accounts; executed enrollment activities by: gathering underwriting data, presenting benefit plans to both employers and employees in group settings, and negotiating annual contracts; sold health insurance products to new employers.

3/89-10/89 **Marketing Representative**, Beacon Health, Greenland, NH

Serviced existing accounts by coordinating enrollment activities including: developing annual rates, conducting group presentations, and designing marketing materials; sold HMO product to employer groups; actively participated in management team meetings; supervised administrative assistant.

5/87-3/89 **Marketing Assistant**, Hardenburgh-Marks Inc., Boston, MA

Imported and marketed high end gift merchandise; supervised public relations activities; designed and produced literature for new products; prepared for and traveled to trade shows; sold directly to buyers; provided customer service to retail clients.

EDUCATION

Bachelor of Arts, Communications: May 1987
Boston College, Chestnut Hill, MA Honors: Magna Cum Laude

Temple University, London, England
Spring Semester Abroad, Communications and Theater Program 1986

COMPUTER SKILLS

Word, Excel, PowerPoint, Outlook, Constant Contact, Raiser's Edge fundraising software

COMMUNITY INVOLVEMENT

9/17-present **NH Governor's Interagency Council on Homelessness**, Concord, NH
2/17-present **Housing Action NH, Governing Council**, Concord, NH
5/14-present **Balance of State Continuum of Care, Executive Committee Co-Chair**, Concord, NH
7/12-present **Greater Seacoast Coalition to End Homelessness, Steering Committee**, Portsmouth, NH
3/08-present **Seacoast Half Marathon, Committee Member**, Portsmouth, NH
2/04- 3/15 **Greenland Central School, School Board Member**, Greenland, NH
9/ 00-6/03 **Greenland Central School Parent Organization, President & VP**, Greenland, NH
1998-99 **Mothers & More, Co-Leader**, Portsmouth, NH
1998-99 **Seacoast Parenting Conference, Fundraising & Hospitality Committees**, Portsmouth, NH

SANDRA L. BEAUDRY
Licensed Marriage and Family Therapist, NH #22



EDUCATION

Master of Science, December, 1992
Marriage and Family Therapy
University of New Hampshire

Bachelor of Science, September, 1987
Human Services
University of Southern New Hampshire

CLINICAL AND SOCIAL SERVICE MANAGEMENT EXPERIENCE

CROSS ROADS HOUSE

Portsmouth, NH
Program Director

January 2014 to present

- Supervise Clinical Case Management program
- Responsible for enhancement of programming to support residents physical and emotional well-being and self-sufficiency
- Establish inter-agency partnerships
- Seek diverse funding, including government and private grants and the provision of reimbursable services
- Identify and meet direct and clinical service staff training needs

CHILD AND FAMILY SERVICES

Manchester, Concord, Portsmouth, NH
Program Director
Program Leadership and Supervision

February 1997 to January 2014
October 2008 to January 2014

- Directed statewide counseling and adolescent/young adult substance abuse treatment programs and a federally-funded mentoring/family support program for youth being released from the Sununu Youth Services Center (joint project with Goodwill of NNE)
- Supervised 14 direct report clinical staff and two interns
- Supported implementation of Trauma-Focused Cognitive Behavioral Therapy and trauma-informed care
- Provided supervision and clinical support to the Seacoast Street Outreach Program mental health clinician and oversaw the mental health subcontract with the Healthcare for the Homeless program at Families First
- Developed and maintain procedure manuals for counseling and substance abuse treatment programs
- Oversaw quality assurance of clinical records and implementation of evidence-based practices
- Developed, monitored and maintained program budgets that have ranged from a total of \$1 million to \$1.4 million annually
- Supervised and coordinated the statewide CFS Deployment Cycle Support Program, which provided home-based counseling and support to military service members and their families before, during, and after deployment, through a subcontract with Easter Seals
- Directed the Family Intervention Program, state-contracted barrier-resolution services for TANF recipients in the New Hampshire Employment Program across the state, including four sub-contracts with Family Resource Centers
- Provided administrative and clinical support to Healthy Marriage Responsible Fatherhood federal grant project serving fathers in the state prison system and their families

Grants and Contracts

- Managed or co-managed four multi-year federal grants from SAMHSA, OJJDP, and ACF, including data collection and reporting, continuation applications, annual progress reports, and no-cost extension requests
- Managed state contracts with BDAS, DOC, and DFA, including proposal writing and submission, data collection and reporting, and budget development
- Wrote or contributed to grant proposals to foundations, including grants received from Peoples United Bank for Seacoast office-based family counseling and Healthcare Gives for mobile mental health services in the Street Outreach Program
- Developed proposals and received funding from United Way agencies across the state
- Wrote proposals to municipalities, including the city of Portsmouth, and presented to town selectman or budget meetings
- Facilitated agency contracts with managed care companies for counseling and substance abuse treatment services and the credentialing of CFS clinical staff
- Provided the CFS agency administrator function for WITS, the web-based treatment, data, pay-for-performance, and billing center for Access to Recovery and BDAS treatment contracts

Board and Community Involvement

- Served as the staff liaison to the CFS Seacoast Regional Advisory Board, facilitating monthly meetings and their work in fundraising, including the RiverWoods Gala and the Lonza golf tournament
- Facilitated a multi-disciplinary advisory board for the CFS Adolescent Substance Abuse Treatment program with representatives from prevention, treatment, school and juvenile justice service providers
- Represented CFS on the following boards: *New Hampshire Alcohol and Other Drug Service Providers Association, Health First* (Laconia and Franklin), and *Community Resource Network* (Seacoast)
- Serve as Board Secretary and Conference Registrar for the *New Hampshire Association for Infant Mental Health*
- Arranged professional conferences in ethics and motivational interviewing for CFS and community clinical/social work staff

Program Manager*June 2007 to October 2008*

Managed Family Intervention Program

Marriage and Family Therapist*February 1997 to June 2007*

Provided assessment and psychotherapy services to individuals, couples and families in a variety of Seacoast area settings, including community-based therapy to individuals and families experiencing homelessness or housing insecurity in conjunction with the *Healthcare for the Homeless* program, consultation to *Community Child Care Center*, and critical incident response with the state *Disaster Behavioral Health Response Team*. Served on the board of *SeaCare Health Services* for nine years as the mental health representative.

COMMUNITY PARTNERS

Rochester, NH

Home-Based Clinician

May 1992 to February 1997

Provided home-based family therapy, case management, and provider consultation services to multi-problem families in Strafford County. Taught Child Impact seminar for divorcing parents.

RESIDENTIAL AND CASE MANAGEMENT EXPERIENCE IN DEVELOPMENTAL DISABILITIES**Service Coordinator***October 1988 to August 1991*

Provided service coordination and individual support to developmentally disabled adults and their families.

*Merrimack Valley Case Management Team, Mass. Dept. of Mental Retardation, Haverhill, MA***Case Manager***April 1987 to September 1988*

Obtained and coordinated community services for developmentally disabled adults.

*One Sky, Portsmouth, NH***Coordinator of Community Residences***December 1984 to April 1987*

Supervised the operation of four licensed community residences for developmentally disabled adults

Group Home Coordinator*February 1983 to December 1984*

Established and managed group home for four deinstitutionalized men.

*Sullivan County Developmental Services, Claremont, NH***Assistant Residential Program Supervisor***March 1982 to January 1983**ACCESS, Conshohocken, PA***Resident Manager***November 1980 to March 1982**River Crest Center, Mont Clare, PA***PROFESSIONAL MEMBERSHIP AND EDUCATION**

Clinical Member and Approved Supervisor, American Association of Marriage and Family Therapy

Adjunct Professor*January 2013 to present*

Spring Semester Marriage and Family Therapy Graduate Practicum, University of New Hampshire

Teaching Assistant*September 1991 to May 1992*

Introduction to Human Development course, University of New Hampshire

Daniel P. Mitchell

- Objective** A rewarding and challenging opportunity to collaborate with others in positive ways.
- Summary of qualifications** Extensive experience and qualifications with all aspects of the Profit and Non-Profit Career job descriptions. A varied business background that includes necessary skills (hospitality, personality, integrity, follow-through) to set and accomplish goals and targets.
Skills in Marketing, writing, accountability, development, and editing. A quick learner with any new functions. Reliable and dependable and able to work within a team as well as independently. Motivated and understanding of all business (non-profit or for-profit) aspects.
- Relevant work experience**
- Director of Operations- Cross Roads House in Portsmouth, NH (10/11-Present)**
Providing stability, growth, and management for a large shelter (96 beds) for families and singles in a progressive non-profit agency. The training and supervision of all Direct Care, Maintenance, Kitchen staff, with collaboration of case managers for the homeless population of seacoast.
- Program Director of Share, Inc. Homestead (Family Homeless Shelter) Vancouver, WA (1/08-10/11) and Woman's Shelter that housed 12 Women in two Homes**
- Director of Share, Inc. Children's Hunger Initiative (5/11-10/11)**
Providing stability, growth, and management for two family shelters in a \$5.2 million non-profit agency. The training and supervision of Case Managers for the homeless population. Director of Backpack Program (1,000 each week during school year) and SummerSLAM (eight sites)
- Executive Director Pemi Youth Center Plymouth, NH (01/03 – 01/05)**
Provided steady growth and stability to an emerging Main Street non-profit. (1/2 Time Position) Grant writing, Program and Event Planning (along with Fundraisers) main focus.
- Co-Director The Bridge House Plymouth, NH (01/03 – 01/05)**
Provided steady leadership, case work with residents, and transition to an independent shelter (July 2004) after 15 years under Tri-County CAP. Worked with past "umbrella Board" and newly formed local Board to help facilitate building of new shelter (completed May 2005) with \$700,000 Community Development Block Grant and partnered private (\$300,000) fundraising.
- Admin. Coordinator Whole Village Family Resource Center NH (2001-2003)**
Facilitated a collaborative of 17 health and social service agencies.
Responsible for all aspects of property management, marketing, development of future plans (including vision of on-site future homeless shelter) and office functions.
- AmeriCorps Member Newfound Area School District NH (1996-1997)**
Worked with at-risk students in Newfound Area School District on a one-year contract.
Worked and led with varied groups on positive collaborative projects in the Community.
- President/ Charter Member White Mountain Toastmasters NH (2002 – 2011)**
Helped form new non-profit with twenty members; it grew to 44 members, with experience as VP of Education, VP of Marketing, and mentor to others with learning public speaking skills.

Operations Manager Salem Children's Trust & The Hunter School NH (2006)

A six-month contract to identify needed projects in two separate non-profits, research tasks, and complete target goals. Oversaw eight departments that were "steadied" under operations until grant funding for position ran out. All projects/ goals completed in a timely fashion.

Other Relevant Hospitality, Marketing, Business and Leadership Experience:

Retail Manager Sodexo Corporation @ Plymouth State University NH (2006-2007)

Owner/ GM Mitch's Family ("Best NH Community 2005") Restaurant (2005)

General Manager Village of Loon Mountain Lincoln, NH (1994-1996)

Owner/GM Olde Susannah's Restaurant & Lounge NH (1983-1993)

Marketing Consultant: D.A.D. Enterprises (self-employed) NH (1997-2001)

Reporter/ Columnist Coos County Democrat Lancaster, NH (1984-1993)

Other Non-Profit and Volunteer Experiences

"Project Homebound" Independently founded Project, which created a 100% donation base for feeding area "in need" families (greater Lancaster, NH area) at Thanksgiving time. Worked in collaboration with Community to serve the area needy, as a private businessman.

Project Homebound still continues and Celebrates 30 years in the North Country of NH this Thanksgiving. (1984-2014)

1970-1981: Many volunteer activities, including Easter Seals Camp

1991: The Lynsey House in Lancaster, NH. Worked to identify and bring initial Directors to help found the Lynsey House (northern NH homeless shelter), in collaboration with agencies and other community members. Helped to initiate/ coordinate the "Adopt-A-Room" Program to renovate the initial building.

1991-1993: Budget Committee for the Town of Lancaster

1994-2002: Baseball, softball, soccer, and basketball coach in Plymouth, NH.

1997-2001: Actor/ Marketing Educational Theatre Collaborative (ETC) Plymouth, NH.

2004- 2007 and 2012-2013: Actor Little Church Theatre Holderness, NH

1985-1992: Board Member Weathervane Theatre Whitefield, NH

2009-2010: Washington State Coalition for Homeless: Workshop (2-hour) Presenter

2011-current: Documentary Film Maker "Momentary Times" 4 months of traveling and filming cross-country to highlight the issue of homelessness and solution-based ideas.

-Original Workshop two years-in-a-row "Hospitality, Humor, and Homelessness"

Education

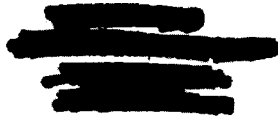
University of Oregon	Business/ Psychology	1979-1981
Portland State University	Business/ Marketing	1978
Mt. Hood Community College	Business/ Marketing	1975-1977
Plymouth (NH) State University	Community Development	2004

Personal Achievement

Single Father reared "the two Best children in the World" Andrew (26) and Darcy (24).

Both Andrew (May 2010 UNH and Masters Program 2014- Professor teaching UNH English) & Darcy (2012 PSU and teaching Kindergarten students full time) are now successful and thriving in Life.

Susan Darling Duchesney



Experience 2002-Current

Finance Director **CrossRoads House**

Manage accounting including payroll, government reporting and audit preparation as well as human resources functions for major seacoast nonprofit.

1996- Current AA Associates Portsmouth, NH
Accounting Consultant

Manage small business accounting in various industries. Types of businesses include construction, property management, restaurants, athletic clubs, and personal service corporations.

Consult with clients regarding budgeting, corporate development, general operations, and equity analysis.

Set up and provide technical assistance on Quickbooks systems.

Prior to 1996-

Fiscal Director of major nonprofit organizations

including North Shore Elder Services, Preterm Clinic, Manchester VNA and the Seacoast YWCA.

Adjunct Faculty at Seacoast Colleges including Granite State College and Southern NH University

Education

1991	Passed all parts of the CPA exam
2009	Graduate Certificate in Fraud Examination
2005	Southern New Hampshire University <i>M.S. in Accounting</i>
1990	McIntosh College <i>A.A. in Accounting (3.9 average)</i>
1973-1975	University of NH, graduate work in business administration
1964	University of NH <i>B.A in History cum laude</i>

Honors & Affiliations CPA candidate(test passed, absence of public accounting experience)
Associate member of AICPA
Certified Fraud Examiner, Member of ACFE

Skills

Excel, Quickbooks, most accounting software and 1040 tax software

References

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Stone	Executive Director	85,000	0	
Sandra Beaudry	Program Director	62,912	0	
Dan Mitchell	Operations Director	48,298	0	
Susan Duchesney	Finance Director	40,000	0	



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

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

May 17, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

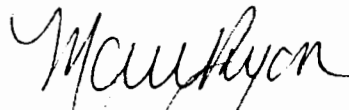
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has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

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

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

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

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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27 Hazen Dr., Concord, NH 03301
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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

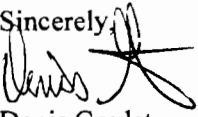
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



303

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cross Roads House, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 600 Lafayette Road, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$178,595 from \$357,190 to read: \$535,785.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Maureen Ryan
Name: Director Maureen Ryan
Title: 3

Cross Roads House, Inc.

5/15/17
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

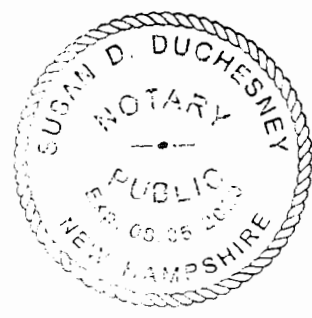
Acknowledgement of Contractor's signature:

State of NH, County of Rochester on May 15, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Susan D. Duchesney
Signature of Notary Public or Justice of the Peace

SUSAN D. DUCHESNEY, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/2020





**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

OFFICE OF THE ATTORNEY GENERAL

5/30/17
Date

[Signature]
Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$178,595.00
SFY17	not to exceed \$178,595.00
SFY18	not to exceed \$178,595.00
July 1, 2015 – June 30, 2018:	not to exceed \$535,785.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$535,785.00
Total program amount	\$535,785.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

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

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



40 12

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

8/26/15 #12

July 16, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

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

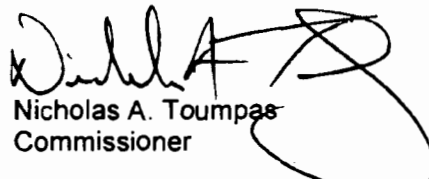
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families In Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	198
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

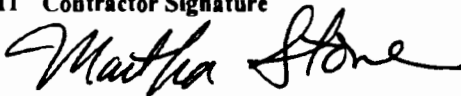
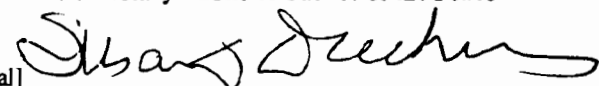

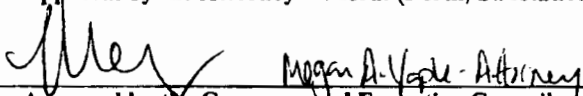
Subject: State Grant-In-Aid Funds Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Cross Roads House, Inc.		1.4 Contractor Address 600 Lafayette Road Portsmouth NH 03801	
1.5 Contractor Phone Number 603-436-2218	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$357,190
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martha Stone Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/30/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Susan Duchesney, <u>NOTARY</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan D. York - Attorney On: <u>8/4/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

3.1. 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:

3.1.1. For Intervention;

3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.

3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.

3.1.2. For Shelter;

3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.

3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.

3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.

3.3. The Contractor shall submit Other Reports as requested by the State.

3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.

4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.

4.3. The Contractor shall inform BHHS of any staffing changes.

4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

JMS
6/30/15



Exhibit B

Method and Conditions Precedent to Payment

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$178,595.00
SFY17 not to exceed \$178,595.00

July 1, 2015 – June 30, 2017: not to exceed \$357,190.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services \$357,190.00

Total program amount \$357,190.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

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

4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

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

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

[Handwritten Signature]

6/30/15



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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$2,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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6/30/15

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name: Cross Roads House, Inc.

6/30/15
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

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6/30/15



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Cross Roads House, Inc.

6/30/15
Date

Martha Stone
Name: Martha Stone
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Cross Roads Home, Inc.

6/30/15
Date

Martha Stone
Name: Martha Stone
Title: Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

MB

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

6/30/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Cross Roads Home, Inc.

6/30/15
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

Exhibit G

Contractor Initials MS

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

Date 6/30/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Cross Roads Home, Inc.*

6/30/15
Date

Martha Stone
Name: *Martha Stone*
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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6/30/15



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

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6/30/15



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

AMB

6/30/15



Exhibit I

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

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

NH DHHS
The State

Mary Ann Conroy
Signature of Authorized Representative

Mary Ann Conroy
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

7/17/15
Date

Cross Roads Home, Inc.
Name of the Contractor

Martha Stone
Signature of Authorized Representative

Martha Stone
Name of Authorized Representative

Executive Director
Title of Authorized Representative

6/30/15
Date



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

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

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

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

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

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

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

Contractor Name: Cross Roads House, Inc.

6/30/15
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

MS
6/30/15



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: 171 774 979
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

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6/30/15



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$301,392 from \$904,176 to read: \$1,205,568.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Name: Christa Tappan
Title:

Families in Transition

January 16, 2018
Date

Name: Maureen Beauregard
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on January 16, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst. / Notary Public
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public
My Commission Expires **October 16, 2018**
My Commission Expires: _____

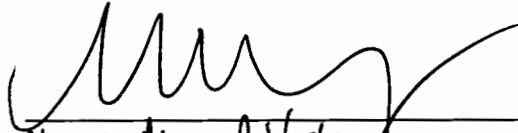
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date


Name: Megan A. Yade
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

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

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

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$301,392.00
SFY17	not to exceed \$301,392.00
SFY18	not to exceed \$301,392.00
SFY19	not to exceed \$301,392.00

July 1, 2015 – June 30, 2019: not to exceed \$1,205,568

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$185,012.00
Transitional Shelter Services	\$468,704.00
Intervention Services	\$258,300.00
Specialty Shelter Services	<u>\$293,552.00</u>
Total program amount	\$1,205,568.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2



Exhibit B – Amendment #2

CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

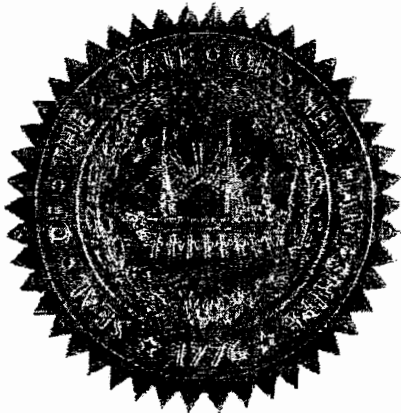
7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

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 FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. 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 13th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families in Transition
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 6, 2018:
(Date)

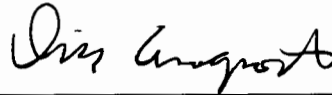
RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of April, 2018.
(Date Amendment Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6 day of April, 2018.

By Dick Anagnost
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires: _____

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families in Transition.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 16, 2018:
(Date)

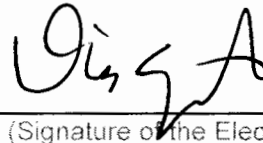
RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16 day of January, 2018.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16 day of January, 2018.

By Dick Anagnost
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires: _____



FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2018

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME:	PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935	
	E-MAIL ADDRESS:			
INSURED FIT/NHH, Inc. 122 Market St Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Selective Insurance Group Inc.			
	INSURER B : Eastern Alliance Insurance Group			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TBD	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			TBD	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TBD	01/01/2018	01/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of NH, DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Donna P. Beaudoin</i>

Families in Transition

122 Market Street

Manchester, NH 03101

Tel. 603-641-9441

Fax. 603-641-1244



Families
in Transition

Mission

To provide safe and affordable housing and
comprehensive social services to individuals
and families who are homeless or who are at risk of
becoming homeless, enabling them to gain
self-sufficiency and respect.



**Families
in Transition**

Providing a Home Building Hope

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2016

(With Comparative Totals for 2015)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2016 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2016, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2015 consolidated financial statements and, in our report dated March 22, 2016, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2016, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 29, 2017

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2016

(With Comparative Totals for December 31, 2015)

ASSETS		
	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 773,336	\$ 1,027,626
Funds held as fiscal agent	91,897	90,123
Accounts receivable	176,659	30,212
Grants receivable	168,406	317,288
Prepaid expenses	35,838	43,155
Due from related parties	8,208	8,809
Other current assets	<u>42,795</u>	<u>41,302</u>
Total current assets	1,297,139	1,558,515
Replacement reserves	333,855	331,216
Reserve cash designated for properties	737,887	717,593
Investments	2,994	10,435
Investment in related entity	1,001	1,001
Property and equipment, net	26,990,325	25,441,709
Development in process	158,991	1,881,561
Other assets, net	<u>116,646</u>	<u>129,844</u>
Total assets	\$ <u>29,638,838</u>	\$ <u>30,071,874</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 204,278	\$ 184,407
Accounts payable	168,988	203,943
Accrued expenses	207,932	152,630
Funds held as fiscal agent	91,897	90,123
Due to related entity	-	869
Other current liabilities	<u>48,106</u>	<u>44,665</u>
Total current liabilities	721,201	676,637
Long-term debt, less current portion	<u>10,831,602</u>	<u>10,594,485</u>
Total liabilities	<u>11,552,803</u>	<u>11,271,122</u>
Net assets		
Unrestricted - controlling interest	12,862,952	12,946,230
Unrestricted - noncontrolling interest	<u>4,808,111</u>	<u>5,248,340</u>
Total unrestricted	17,671,063	18,194,570
Temporarily restricted	<u>414,972</u>	<u>606,182</u>
Total net assets	<u>18,086,035</u>	<u>18,800,752</u>
Total liabilities and net assets	\$ <u>29,638,838</u>	\$ <u>30,071,874</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2016

(With Comparative Totals for the Year Ended December 31, 2015)

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	Total 2016	Total 2015
Revenue and support						
Federal, state and other grant support	\$ 2,060,623	\$ -	\$ 2,060,623	\$ 288,829	\$ 2,349,452	\$ 2,782,997
Rental income, net of vacancies	1,779,729	-	1,779,729	-	1,779,729	1,762,156
Thrift store sales	733,574	-	733,574	-	733,574	721,821
Public support	291,046	-	291,046	-	291,046	188,524
Tax credit revenue	70,000	-	70,000	-	70,000	192,533
Special events	200,057	-	200,057	-	200,057	135,307
VISTA program revenue	83,649	-	83,649	-	83,649	72,888
Unrealized gains (losses) on investments	3,906	-	3,906	-	3,906	(227)
Loss on disposal of assets	(28,156)	-	(28,156)	-	(28,156)	(11,150)
Interest income	29,107	-	29,107	-	29,107	28,833
In-kind donations	22,549	-	22,549	-	22,549	4,970
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	248,815	-	248,815	-	248,815	175,366
Other income	74,812	-	74,812	-	74,812	308,696
Net assets released from restrictions	<u>480,039</u>	<u>-</u>	<u>480,039</u>	<u>(480,039)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>6,181,017</u>	<u>-</u>	<u>6,181,017</u>	<u>(191,210)</u>	<u>5,989,807</u>	<u>6,493,981</u>
Expenses						
Program activities						
Housing	5,260,642	-	5,260,642	-	5,260,642	4,839,193
Thrift store	590,896	-	590,896	-	590,896	564,569
Total program activities	5,851,538	-	5,851,538	-	5,851,538	5,403,762
Fundraising	402,696	-	402,696	-	402,696	329,373
Management and general	457,590	-	457,590	-	457,590	418,148
Total expenses	<u>6,711,824</u>	<u>-</u>	<u>6,711,824</u>	<u>-</u>	<u>6,711,824</u>	<u>6,151,283</u>
Contribution for long-term purposes	<u>7,300</u>	<u>-</u>	<u>7,300</u>	<u>-</u>	<u>7,300</u>	<u>50,000</u>
Change in net assets	(523,507)	-	(523,507)	(191,210)	(714,717)	392,698
Change in net assets attributable to noncontrolling interest in subsidiaries	<u>440,229</u>	<u>(440,229)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in net assets after reclassification of portion attributable to noncontrolling interest	(83,278)	(440,229)	(523,507)	(191,210)	(714,717)	392,698
Net assets, beginning of year	<u>12,946,230</u>	<u>5,248,340</u>	<u>18,194,570</u>	<u>606,182</u>	<u>18,800,752</u>	<u>18,408,054</u>
Net assets, end of year	<u>\$ 12,862,952</u>	<u>\$ 4,808,111</u>	<u>\$ 17,671,063</u>	<u>\$ 414,972</u>	<u>\$ 18,086,035</u>	<u>\$ 18,800,752</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

**Year Ended December 31, 2016
(With Comparative Totals for the Year Ended December 31, 2015)**

	Program Activities			Management and General	2016 Total	2015 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 1,606,761	\$ 362,595	\$ 225,084	\$ 180,379	\$ 2,374,819	\$ 2,197,630
Employee benefits	161,906	40,273	20,492	16,380	239,051	254,849
Payroll taxes	<u>119,274</u>	<u>27,257</u>	<u>16,873</u>	<u>13,487</u>	<u>176,891</u>	<u>165,360</u>
Total salaries and benefits	1,887,941	430,125	262,449	210,246	2,790,761	2,617,839
Other expenses						
Advertising	15,153	27,540	1,793	1,433	45,919	41,689
Amortization	13,197	-	-	-	13,197	15,513
Application and permit fees	4,915	-	-	100	5,015	3,240
Bad debts	32,403	-	-	-	32,403	19,238
Bank charges	-	-	-	15,602	15,602	15,307
Consultants	67,376	3,268	1,186	5,356	77,186	8,316
Depreciation	927,135	9,839	28,280	22,605	987,859	911,306
Events	367	6,726	46,081	-	53,174	40,687
General insurance	111,344	8,780	495	23,003	143,622	124,620
Interest expense	179,672	660	-	-	180,332	203,058
Management fees	14,679	-	-	-	14,679	6,886
Meals and entertainment	5,598	224	1,019	815	7,656	4,469
Membership dues	7,522	525	1,419	1,134	10,600	6,909
Office supplies	91,720	8,658	15,812	12,639	128,829	118,425
Participant expenses	72,021	190	-	1,812	74,023	61,531
Postage	3,493	-	659	527	4,679	6,565
Printing	16,466	695	2,993	2,392	22,546	29,837
Professional fees	-	-	-	127,545	127,545	112,934
Rental subsidies	223,872	-	-	-	223,872	137,927
Repairs and maintenance	379,011	36,427	7,934	6,342	429,714	409,253
Staff development	8,989	-	1,695	1,355	12,039	8,536
Taxes	324,120	2,419	-	-	326,539	266,379
Technology support	55,540	344	10,280	8,217	74,381	59,523
Telephone	61,540	6,445	9,156	7,319	84,460	70,251
Travel	29,417	7,355	5,548	4,435	46,755	50,447
Utilities	387,242	29,178	-	-	416,420	409,871
VISTA program	290,379	-	-	-	290,379	306,283
Workers' compensation	<u>49,530</u>	<u>11,498</u>	<u>5,897</u>	<u>4,713</u>	<u>71,638</u>	<u>84,444</u>
Total expenses	<u>\$ 5,260,642</u>	<u>\$ 590,896</u>	<u>\$ 402,696</u>	<u>\$ 457,590</u>	<u>\$ 6,711,824</u>	<u>\$ 6,151,283</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

**Year Ended December 31, 2016
(With Comparative Totals for the Year Ended December 31, 2015)**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ (714,717)	\$ 392,698
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,001,056	926,819
Contribution for long-term purposes	(7,300)	(50,000)
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gains) losses on investments	(3,906)	227
Loss on asset disposal	28,156	11,150
Decrease (increase) in:		
Accounts receivable	(146,447)	9,771
Grants receivable	148,882	(34,478)
Prepaid expenses	7,317	11,432
Due from related parties	601	(599)
Other current assets	(1,493)	2,477
Increase (decrease) in:		
Accounts payable	(47,979)	20,364
Accrued expenses	55,302	(7,176)
Due to related party	(869)	(1,502)
Other current liabilities	3,441	(31,700)
Net cash provided by operating activities	<u>190,777</u>	<u>1,118,216</u>
Cash flows from investing activities		
Net deposits to reserve accounts	(22,933)	(47,633)
Proceeds from sale of investments	11,347	-
Investment in development in process	(156,432)	(862,528)
Acquisition of property and equipment	<u>(139,966)</u>	<u>(179,852)</u>
Net cash used by investing activities	<u>(307,984)</u>	<u>(1,090,013)</u>
Cash flows from financing activities		
Contributions received for long-term purposes	7,300	50,000
Proceeds from long-term borrowings	37,739	156,083
Payments on long-term debt	<u>(182,122)</u>	<u>(202,695)</u>
Net cash (used) provided by financing activities	<u>(137,083)</u>	<u>3,388</u>
Net (decrease) increase in cash and cash equivalents	<u>(254,290)</u>	31,591
Cash and cash equivalents, beginning of year	<u>1,027,626</u>	<u>996,035</u>
Cash and cash equivalents, end of year	\$ <u>773,336</u>	\$ <u>1,027,626</u>
Supplemental disclosure		
Acquisition of property and equipment through accounts payable	\$ <u>13,024</u>	\$ <u>-</u>
Acquisition of property and equipment through long-term borrowings	\$ <u>-</u>	\$ <u>72,410</u>
Acquisition of development in process through long-term borrowings	\$ <u>532,638</u>	\$ <u>758,086</u>
Property and equipment transferred from development in process	\$ <u>1,879,002</u>	\$ <u>-</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2016
(With Comparative Totals for December 31, 2015)**

Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, Market Street (Millyard Families I), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire (Dover).

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is a general partner of Millyard II, Bicentennial Families is a general partner of Bicentennial, Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, the financial statements of each of the Limited Partnerships' are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2015 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016
(With Comparative Totals for December 31, 2015)

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

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 may or will be met by actions of the Organization and/or the passage of time. 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.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2016 and 2015.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. 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 records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016
(With Comparative Totals for December 31, 2015)

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, 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, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2016 and 2015 is approximately \$995,000 and \$870,000, respectively.

Functional Expense Allocation

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.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2016 and 2015, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 3,112,699	\$ 3,112,699
Land improvements	602,600	595,300
Buildings and improvements	30,172,685	27,901,568
Furniture and fixtures	604,164	501,900
Equipment	182,631	324,134
Vehicles	<u>290,475</u>	<u>290,475</u>
	34,965,254	32,726,076
Less: accumulated depreciation	<u>7,974,929</u>	<u>7,284,367</u>
Property and equipment, net	<u>\$ 26,990,325</u>	<u>\$ 25,441,709</u>

At December 31, 2016 and 2015, the Organization held \$22,254,216 and \$22,708,745, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

3. Development in Process

In December 2015, the Organization completed the construction on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The Organization began providing services to individuals in January 2016 and placed the facility in service. The facility houses an expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter consists of 11 emergency housing units for families in immediate need of shelter. The services provided at the facility include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. At the time of completion the Organization had invested approximately \$1.8 million in the facility.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits rehabilitated the project into rental housing for low-income households. The construction incorporated energy efficiencies to reduce operating costs and help ensure long-term affordability. In July 2016, this facility was placed into service. At the time of completion the Organization had invested approximately \$595,000 in the facility.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2016 and 2015.

5. Long-term Debt

Long-term debt consisted of the following:

	<u>2016</u>	<u>2015</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 60,724	\$ 64,186
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	123,139	127,772
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	1,077	7,310
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	80,597	90,702
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	235,139	243,224

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	153,833	159,494
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	85,018	85,018
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.	337,720	337,720
A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	449,877	461,696
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	245,315	257,265
A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	226,725	226,725

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	69,998	81,919
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	462,486	473,244
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	567,448	568,617

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016
(With Comparative Totals for December 31, 2015)

A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	109,090	118,181
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	287,593	300,086
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	119,838	142,347
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,575	419,370
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	364,529	379,138
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

<p>A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.</p>	172,022	176,022
<p>A noninterest promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026. During 2016 and 2015, \$131,267 was recognized as other income in the consolidated statement of activities.</p>	1,247,031	1,378,298
<p>A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.</p>	219,364	221,428
<p>A technical assistance note payable to NHHFA to provide support to the Organization for the Hope House (the Project). If the Project is approved, NHHFA is expected to be the lead lender on the Project. At the time of closing on the construction loan, this noninterest bearing note payable will be repaid or refinanced. If the Project does not proceed to a closing, NHHFA has indicated it will forgive the loan.</p>	13,841	-
<p>A noninterest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.</p>	582,808	129,708
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.</p>	407,357	416,086

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	20,369	25,286
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	30,610	38,595
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	646,564
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	<u>193,233</u>	<u>197,367</u>
	11,035,880	10,778,892
Less current portion	<u>204,278</u>	<u>184,407</u>
	<u>\$ 10,831,602</u>	<u>\$10,594,485</u>

Principal maturities of the above notes over the next five years and thereafter are as follows:

2017	\$ 204,278
2018	177,292
2019	674,888
2020	177,146
2021	174,492
Thereafter	<u>9,627,784</u>
	<u>\$ 11,035,880</u>

Cash paid for interest approximates interest expense.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2016</u>	<u>2015</u>
The Family Place - services	\$ 4,858	\$ 52,000
The Family Place - development	-	140,115
Scholarships	12,264	13,348
VISTA program	58,093	50,623
Housing programs	10,492	8,432
Direct care for clients	169,494	198,460
Community Gardens	42,771	46,204
Grant receivable - time restricted	<u>117,000</u>	<u>97,000</u>
	<u>\$ 414,972</u>	<u>\$ 606,182</u>

7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$34,176 and \$32,880 during the years ended December 31, 2016 and 2015, respectively.

9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2016
(With Comparative Totals for December 31, 2015)**

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

<u>Limited Partner</u>	<u>Property</u>	<u>2016</u>	<u>2015</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ 848,610	\$ 932,812
JP Morgan Chase	Bicentennial	264,089	302,918
BCCC, Inc.	Bicentennial	263,968	303,031
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,320,087	1,486,889
Boston Capital Midway	Family Willows	10	10
	Family Willows	<u>2,111,337</u>	<u>2,222,670</u>
		<u>\$ 4,808,111</u>	<u>\$ 5,248,340</u>

11. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 29, 2017, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

Millyard II

During 2016, Millyard II reached the end of the initial 15-year low-income housing tax credit compliance period. As a result, Community Capital 2000 (the limited partner) indicated it has decided to withdraw from Millyard II and is expected to do so in the first quarter of 2017. It is management's plan to have Housing Benefits acquire the remaining assets of Millyard II.

Wilson Street Development

The Organization is currently in the process of developing the Manchester Treatment and Recovery Center (the Center) on the second and third floors of 267 Wilson Street in Manchester, New Hampshire. Management plans to use the second floor of the building to expand the Organization's Family Willows Intensive Outpatient Treatment Program and to also provide sober and recovery housing. This additional space is anticipated to allow the Organization to double the number of people served with evidence based substance use disorder treatment services. The Organization plans to rehabilitate the third floor of the building to create substance free recovery housing for single women who are in the early stages of recovery. Consistent with recent evidence regarding successful recovery housing programs, women in these units will share living space with other women in the early stages of their recovery, thereby providing peer support and accountability to mitigate chances of relapse. Cost of development of the Center is estimated to range from \$3.6 million to \$4 million and is expected to be funded from the City of Manchester, NHHFA, CDFA funds, other grants and donations and additional long-term borrowings.

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2016

ASSETS

	Families In Transition <u>Operating</u>	Limited <u>Partnerships</u>	Housing <u>Benefits</u>	Family <u>OutFITters</u>	Manchester Emergency <u>Housing</u>	Families in Transition Temporarily <u>Restricted</u>	<u>Eliminations</u>	<u>Total</u>
Current assets								
Cash and cash equivalents	\$ 46,905	\$ 39,900	\$ 141,211	\$ 128,535	\$ 1,813	\$ 414,972	\$ -	\$ 773,336
Funds held as fiscal agent	91,897	-	-	-	-	-	-	91,897
Accounts receivable	245,259	11,657	9,064	-	-	-	(89,321)	176,659
Grants receivable	161,656	-	-	-	6,750	-	-	168,406
Prepaid expenses	7,011	18,347	10,227	21	232	-	-	35,838
Due from related party	407,439	30,613	87,039	170,632	525	-	(688,040)	8,208
Other current assets	<u>5,078</u>	<u>23,829</u>	<u>13,888</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>42,795</u>
Total current assets	965,245	124,346	261,429	299,188	9,320	414,972	(777,361)	1,297,139
Replacement reserves	43,079	186,913	103,863	-	-	-	-	333,855
Reserve cash designated for properties	54,416	381,302	302,169	-	-	-	-	737,887
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party note	919,191	-	-	-	-	-	(919,191)	-
Investments	2,994	-	-	-	-	-	-	2,994
Investment in related entities	1,196,347	-	25,052	-	-	-	(1,220,398)	1,001
Property and equipment, net	4,641,647	13,039,082	9,266,994	42,602	-	-	-	26,990,325
Development in process	156,371	-	2,620	-	-	-	-	158,991
Other assets	<u>-</u>	<u>54,683</u>	<u>61,963</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>116,646</u>
Total assets	<u>\$ 9,705,089</u>	<u>\$ 13,786,326</u>	<u>\$ 10,024,090</u>	<u>\$ 341,790</u>	<u>\$ 9,320</u>	<u>\$ 414,972</u>	<u>\$ (4,642,749)</u>	<u>\$ 29,638,838</u>

LIABILITIES AND NET ASSETS

Current liabilities								
Current portion of long-term debt	\$ 72,454	\$ 70,782	\$ 53,462	\$ 7,580	\$ -	\$ -	\$ -	\$ 204,278
Accounts payable	54,850	134,405	58,485	3,749	6,820	-	(89,321)	168,988
Accrued expenses	135,370	727,878	236,630	20,472	6,773	-	(919,191)	207,932
Funds held as fiscal agent	91,897	-	-	-	-	-	-	91,897
Due to related entities	49,166	76,101	429,476	120,626	12,671	-	(688,040)	-
Other current liabilities	<u>5,479</u>	<u>26,001</u>	<u>16,626</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>48,106</u>
Total current liabilities	409,216	1,035,167	794,679	152,427	26,264	-	(1,696,552)	721,201
Long-term debt, less current portion	<u>2,147,604</u>	<u>6,140,122</u>	<u>4,246,646</u>	<u>23,029</u>	<u>-</u>	<u>-</u>	<u>(1,725,799)</u>	<u>10,831,602</u>
Total liabilities	<u>2,556,820</u>	<u>7,175,289</u>	<u>5,041,325</u>	<u>175,456</u>	<u>26,264</u>	<u>-</u>	<u>(3,422,351)</u>	<u>11,552,803</u>
Net assets								
Unrestricted - controlling interest	7,148,269	1,802,926	4,982,765	166,334	(16,944)	-	(1,220,398)	12,862,952
Unrestricted - noncontrolling interest	<u>-</u>	<u>4,808,111</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,808,111</u>
Total unrestricted	7,148,269	6,611,037	4,982,765	166,334	(16,944)	-	(1,220,398)	17,671,063
Temporarily restricted	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>414,972</u>	<u>-</u>	<u>414,972</u>
Total net assets	<u>7,148,269</u>	<u>6,611,037</u>	<u>4,982,765</u>	<u>166,334</u>	<u>(16,944)</u>	<u>414,972</u>	<u>(1,220,398)</u>	<u>18,086,035</u>
Total liabilities and net assets	<u>\$ 9,705,089</u>	<u>\$ 13,786,326</u>	<u>\$ 10,024,090</u>	<u>\$ 341,790</u>	<u>\$ 9,320</u>	<u>\$ 414,972</u>	<u>\$ (4,642,749)</u>	<u>\$ 29,638,838</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2016

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITers	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	\$ 2,023,202	\$ 63,154	\$ 151,491	\$ -	\$ 132,337	\$ (309,561)	\$ 2,060,623	\$ 288,829	\$ 2,349,452
Rental income, net of vacancies	274,434	977,708	596,694	-	10,033	(79,140)	1,779,729	-	1,779,729
Thrift store sales	-	-	-	733,574	-	-	733,574	-	733,574
Public support	288,113	-	-	2,933	-	-	291,046	-	291,046
Tax credit revenue	70,000	-	-	-	-	-	70,000	-	70,000
Special events	200,057	-	-	-	-	-	200,057	-	200,057
Property management fees	569,876	-	-	-	-	(569,876)	-	-	-
VISTA program revenue	83,649	-	-	-	-	-	83,649	-	83,649
Unrealized gains on investments	3,906	-	-	-	-	-	3,906	-	3,906
Loss on disposal of assets	(188)	(558)	(17)	-	(27,393)	-	(28,156)	-	(28,156)
Interest income	96,059	237	581	-	-	(67,770)	29,107	-	29,107
In-kind donations	22,549	-	-	-	-	-	22,549	-	22,549
Forgiveness of debt	-	-	131,267	-	-	-	131,267	-	131,267
Medicaid reimbursements	248,815	-	-	-	-	-	248,815	-	248,815
Other income	75,340	22,131	11,071	8,462	27,049	(69,241)	74,812	-	74,812
Net assets released from restrictions	480,039	-	-	-	-	-	480,039	(480,039)	-
Total revenue and support	4,435,851	1,062,672	891,087	744,969	142,026	(1,095,588)	6,181,017	(191,210)	5,989,807
Expenses									
Program activities	3,412,887	1,469,639	1,131,022	713,592	203,542	(1,079,144)	5,851,538	-	5,851,538
Fundraising	402,696	-	-	-	-	-	402,696	-	402,696
Management and general	398,847	33,305	24,712	16,670	500	(16,444)	457,590	-	457,590
Total expenses	4,214,430	1,502,944	1,155,734	730,262	204,042	(1,095,588)	6,711,824	-	6,711,824
Excess (deficiency) of revenue and support over expenses	221,421	(440,272)	(264,647)	14,707	(62,016)	-	(530,807)	(191,210)	(722,017)
Contribution for long-term purposes	-	-	7,300	-	-	-	7,300	-	7,300
Change in net assets	\$ 221,421	\$ (440,272)	\$ (257,347)	\$ 14,707	\$ (62,016)	\$ -	\$ (523,507)	\$ (191,210)	\$ (714,717)

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2016

	Program Activities							Eliminations	Total
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Fundraising	Management and General		
Salaries and benefits									
Salaries and wages	\$ 1,185,707	\$ -	\$ 323,031	\$ 362,595	\$ 98,023	\$ 225,084	\$ 180,379	\$ -	\$ 2,374,819
Employee benefits	108,661	-	47,908	40,273	5,337	20,492	16,380	-	239,051
Payroll taxes	89,466	-	22,480	27,257	7,328	16,873	13,487	-	176,891
Total salaries and benefits	1,383,834	-	393,419	430,125	110,688	262,449	210,246	-	2,790,761
Advertising	15,153	-	-	27,540	-	1,793	1,433	-	45,919
Amortization	-	6,673	6,524	-	-	-	-	-	13,197
Application and permit fees	-	2,755	2,160	-	-	-	100	-	5,015
Bad debts	11,456	7,738	13,209	-	-	-	-	-	32,403
Bank charges	-	-	-	-	-	-	15,602	-	15,602
Consultants	61,901	-	2,691	3,268	2,784	1,186	5,356	-	77,186
Depreciation	149,952	479,691	289,197	9,839	8,295	28,280	22,605	-	987,859
Events	-	-	367	6,726	-	46,081	-	-	53,174
General insurance	29,922	41,671	30,199	8,780	9,552	495	23,003	-	143,622
Interest expense	68,682	130,476	48,284	660	-	-	-	(67,770)	180,332
Management fees	75,448	228,235	260,872	-	-	-	-	(549,876)	14,679
Meals and entertainment	5,403	-	-	224	195	1,019	815	-	7,656
Membership dues	7,522	-	-	525	-	1,419	1,134	-	10,600
Office supplies	83,843	2,542	4,682	8,658	653	15,812	12,639	-	128,829
Participant expenses	44,763	165	-	190	27,093	-	1,812	-	74,023
Postage	3,493	-	-	-	-	659	527	-	4,679
Printing	15,870	-	596	695	-	2,993	2,392	-	22,546
Professional fees	-	-	-	-	-	-	127,545	-	127,545
Related entity expenditures	633,095	-	(314,293)	60,000	-	-	-	(378,802)	-
Rent	-	-	-	62,696	-	-	16,444	(79,140)	-
Rental subsidies	223,872	-	-	-	-	-	-	-	223,872
Repairs and maintenance	42,070	184,979	156,225	36,427	15,737	7,934	6,342	(20,000)	429,714
Staff development	8,989	-	-	-	-	1,695	1,355	-	12,039
Taxes	64,147	161,638	95,166	2,419	3,169	-	-	-	326,539
Technology support	54,509	218	321	344	492	10,280	8,217	-	74,381
Telephone	48,549	791	8,074	6,445	4,126	9,156	7,319	-	84,460
Travel	29,417	-	-	7,355	-	5,548	4,435	-	46,755
Utilities	31,510	219,907	119,716	29,178	16,109	-	-	-	416,420
VISTA program	288,219	2,160	-	-	-	-	-	-	290,379
Workers' compensation	31,268	-	13,613	11,498	4,649	5,897	4,713	-	71,638
Total expenses	\$ 3,412,887	\$ 1,469,639	\$ 1,131,022	\$ 713,592	\$ 203,542	\$ 402,696	\$ 474,034	\$ (1,095,588)	\$ 6,711,824

**Families in Transition
Board of Directors**



Board of Directors

Dick Anagnost, Chairperson
President, Anagnost Companies
Board member since 2007

Charla Bizios Stevens, Vice Chairperson
*Director, Litigation Department and Chair of Employment Law Practice Group
McLane, Graf, Raulerson & Middleton, P.A.*
Board member since 2013

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2015

Colleen Cone, Secretary
VP, Talent & Culture, DYN
Board member since 2014

Trevor Arp,
VP of Product Management, Comcast
Board member since 2008

Rev. Gayle Murphy
Minister at Large
Board member since 2008

Alison Hutcheson
Manager of Sales, Merchants Fleet Management
Board member since 2014

Kristy Merrill
Chief of Staff, New Hampshire Senate
Board member since 2014

Angela M. Whitcher
Assistant Vice President, Relationship Management, Lincoln Financial Group
Board member since 2014

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2014

Sedra Michaelson
Strategic Account Manager, CCH, a Wolters Kluwer Business
Board member since 2015

Peter Mennis
VP of the NH Commercial Banking Division, NBT Bank
Board member since 2015

Mary Ann Aldrich
Clinical Director of Community Health, Dartmouth-Hitchcock Manchester
Board member since 2015

Alex Anagnost
Director of Philanthropy/Project Manager, Anagnost Companies
Board member since 2015

Kelly Mulholland
SVP, Business Banking Regional Director, New England, Santander Bank, N.A.
Board member since 2016

Heather Whitfield
Vice President, Commercial Lending, People's United Bank
Board member since 2016

Wayne McCormick, CFP
First Vice President- Investments, Wells Fargo Advisors
Board member since 2016

Helen Davies
Director of Community Relations, Southern New Hampshire University
Board member since 2016

Scott W. Ellison
Partner, COOK, LITTLE, ROSENBLATT & MANSON, pllc
Board member since 2016

Glynis Citarelli
Owner/Photographer/Creative Designer, SweetShot Photography, LLC
Board member since 2016

AnnMarie French
Communications Manager, NH Fiscal Policy Institute
Board member since 2016

Kyle Battis
NH Strategic Marketing, President
Board member since 2017

Stephanie Allain Savard, LICSW

Licensure and Education:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Professional Experience:

Vice-President, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

Counselor/Family Service Worker, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

Professional Affiliations and Volunteer Experience:

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

Awards & Professional Memberships:

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

Maintenance

Timothy Prince
[REDACTED]
[REDACTED]
[REDACTED]

12:00 6/9

OBJECTIVE: Seeking a job with growth and stability.

SKILLS & ACCOMPLISHMENTS

FACILITIES MAINTENANCE:

- Coordinated repairs and maintenance of office buildings, apartments, group homes operated by a large community mental health facility
- Managed maintenance on 185 acre campground with over 250 campsites
- Remained on-call overnight and weekends ability to handle all situations as they occurred
- Replaced defective electric switches and other fixtures
- Repaired plumbing
- Repaired plaster, sheet rock, concrete and some painting
- Performed dam management and maintenance mandated by State of New Hampshire
- Worked on a five year project with contractors and engineers to place 5 leach fields and individual hookups to 200 existing sites
- Worked with IT hooking up new computers and running network cables
- Trained in procedures for removal and disposal of Bio-Hazardous material

EQUIPMENT OPERATION:

- Equipment-backhoe, excavator, fork lift, walkie stacker, scissor lift, small hydrastat tractors, snow removal equipment, blowers, mowers and trimmers
- Power tools-chain saw, concrete saw, drills, etc.
- All hand tools-carpentry, electrical and plumbing

ADMINISTRATIVE/MANAGEMENT:

- Coordinated scheduling of contractors, including electricians, painters, plumbers and HVAC
- Managed small maintenance crews
- Requisitioned supplies for maintenance department, store and individual buildings
- Obtained job permits for projects from local government offices
- Oversaw camp security and worked closely with local law enforcement
- Assisted customers and clients with requests and problem resolution
- Reconciled register and did daily bank deposits

WORK ETHIC:

- Dedicated, loyal and hard working
- Reliable and adaptable
- Work well independently or as part of a team

WORK EXPERIENCE

Families in Transition: Asst. Facility Mgr.	2008 - Present
Receiving Associate, Walmart - Dunnellon, FL	2007-2008
Service Facility Worker Greater Manchester Mental Health, Manchester NH	2004-2006
Maintenance Manager/Assistant Manager, Silver Sands RV Resort Chester, NH	1991-2003

KELLY PAQUETTE



PROFESSIONAL PROFILE

Motivated, personable professional with a successful track record of developing, managing and directing programs and services. Diplomatic and tactful with professionals and nonprofessionals at all levels. Accustomed to handling sensitive, confidential information. Demonstrated history of producing accurate, timely reports meeting stringent state and federal guidelines.

Flexible and versatile -- able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent team-building skills.

SKILLS SUMMARY

- Results-driven achiever with exemplary planning and organizational skills, along with a high degree of detail orientation.
- Innovative problem-solver who can generate workable solutions and implement effective solutions.
- Resourceful team player who excels at building trusting relationships with customers and colleagues.
- Collaborative team member who can effectively manage and communicate with multiple management and employee levels.
- Flexible team player who thrives in environments requiring ability to effectively prioritize and juggle multiple concurrent projects.
- Goal-driven leader who maintains a productive climate and confidently motivates, mobilizes, and coaches employees to meet high performance standards.

PROFESSIONAL EXPERIENCE

Communication

- Prepare complex reports for internal and external partners, ensuring full compliance with agency, state and federal requirements and tight deadlines.
- Develop new services to meet customer needs, regional resource needs and improvement in service quality.
- Expand and maintain positive partnerships with the business community and current and potential program funders.
- Coordinate services with internal and external partners, service providers and community organizations.

Financial Management

- Contribute to budgeting process by planning, implementing and meeting or exceeding annual financial goals.
- Produces accurate and timely reports, billing and other documentation.
- Contributes in policy creation and implementation with funders and internal partners for multiple programs.
- Review federal guidance related to grant funded workforce programs and summarizes it, analyzes it and disseminates it to other interested parties.

Detail Mastery & Organization

- Manage all aspects of day-to-day operations of multiple programs.
- Manage facility logistics/maintenance of building.
- Compliance with all safety requirement.

EMPLOYMENT HISTORY

FAMILIES IN TRANSITION - Manchester, NH

Senior Manager of Housing Programs, October, 2016 - Present

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND - Concord, NH

Senior Program Manager/Community Outreach Coordinator, 2010- October, 2016

EVERYDAY ERRANDS - Concord, NH

Owner/Operator, 2008-2010

NEW HAMPSHIRE WOMEN'S POLICY INSTITUTE - Concord, NH

WOMEN'S FUND OF NEW HAMPSHIRE - Concord, NH

LEADERSHIP NEW HAMPSHIRE- Concord, NH

Office Manager/Program Assistant, 2008-2010

ORR & RENO, PA - Concord, NH

Legal Assistant/Paralegal, 2000-2002

NELSON, KINDER, MOSSEAU & SATURLEY - Manchester, NH

Legal Assistant, 1998-2000

EDUCATION

FRANKLIN PIERCE COLLEGE -- Concord, NH

Certificate in Paralegal Studies, 1999

FRANKLIN PIERCE COLLEGE -- Concord, NH

B.S., Business Management, 1993

COMPUTER SKILLS

Strong computer skills with proficiency in Outlook, Word, Excel, PowerPoint.

Katelyn Gagnon

Education:

Keene State College
229 Main Street
Keene, NH 03435
Bachelor of Arts in Psychology
Graduated May 2011
2007-2011

John Stark Regional High School
618 N. Stark Highway
Weare, NH 03281
High School Diploma
2003-2007

Experience:

Families in Transition
122 Market Street
Manchester, NH 03101
603-641-9441
February 2013-Present

Current Job Title: Family Place Program Manager

Job Description: Manage and oversee all operations for family shelter and resource center, supervise seven employees and provide clinical supervision to those employees, build and maintain relationships with community providers, manage and maintain documentation and reports for shelter and resource center. Facilitates Direct Service Training for new staff/interns/volunteers.

Supervisor: Stephanie Savard

Job Title: Housing Advocate

Job Description: provides individual case management to homeless families and individuals to address several barriers to self-sufficiency including, but not limited to, obtaining permanent housing, mental health and/or substance use, employment, education, apartment cleanliness, accessing community resources, and financial management. Conducts drug and alcohol screening; Develops and facilitates workshops; provides crisis intervention and crisis line back-up; Manages and maintains caseload, all documentation and reporting. Active participant in team meetings, LADC supervision, and other program related activities. Facilitates Direct Service Training for new staff/interns/volunteers.

Supervisor: Carolyn Towne

Previous Job Title: Day Time Program Aide at Manchester Emergency Housing

Job Description: provide case management to families within the shelter and housing program; general shelter oversight; screen calls for clinical hotline; maintains caseload documentation and reporting.

Supervisor: Stephanie Savard

Child and Family Services
464 Chestnut Street
Manchester, NH 03105
603-518-4000
August 2011-February 2013

Job Title: Parent Aide

Job Description: in home support services for children and families in which a case has been founded as abuse and/or neglect. Models appropriate boundaries, parenting skills, and supports safe and healthy interactions. Travel required.

Supervisor: Maria Berube

Greater Manchester Family YMCA
116 Goffstown Back Road
Goffstown, NH 03045
603-497-4663

June 2012-March 2013

Job Title: Sports Coach

Job Description: Teach parent/child soccer, t-ball, and basketball classes for 3-5 year old children.

Supervisor: Katie Duffey

YMCA Camp Halfmoon

May 2008-September 2011

Job Title: Program Director

Job Description: Temporary summer position, supervises six members of the program staff, organize weekly schedule, engage children in program activities, open and close camp.

Supervisor: Katie Duffey

Skills: extensive computer skills, very familiar with Microsoft Office, positive attitude, quick learner, open minded, eager to learn, works well independently and also in group/team setting. First Aid and CPR Certified. Trained in CPI.

Volunteer Work:

NH Lady Twisters AAU Basketball

Head Coach

March 2015-June 2015

March 2014-June 2014

March 2013-June 2013

Assistant Coach

March 2012-June 2012

References: available upon request.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephanie Savard	COO	96,063	0%	-
Tim Prince	Assistant Manager	55,000	20%	11,000
Kelly Paquette	Sr. Program Manager	58,120	30%	17,436
Katelyn Gagnon	Program Manager	45,000	100%	45,000



30 mac

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

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

May 17, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

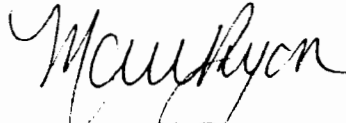
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has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

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

Area Served: Statewide

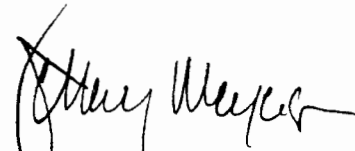
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

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

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

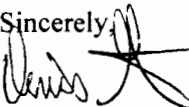
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.4

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$301,392 from \$602,784 to read: \$904,176.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Maureen Ryan
Name: Maureen Ryan
Title: Director

Families in Transition

May 11, 2017
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 11, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ruth Syrek
Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst.
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

My Commission Expires: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

OFFICE OF THE ATTORNEY GENERAL

5/30/17
Date

[Signature]
Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

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

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

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$301,392.00
SFY17	not to exceed \$301,392.00
SFY18	not to exceed \$301,392.00
July 1, 2015 – June 30, 2018:	not to exceed \$904,176.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$138,759.00
Transitional Shelter Services	\$351,528.00
Intervention Services	\$193,725.00
Specialty Shelter Services	<u>\$220,164.00</u>
Total program amount	\$904,176.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and



Exhibit B – Amendment #1

guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

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

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

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42 12

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

8/26/15 #12

July 16, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

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

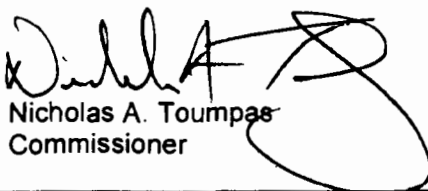
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families In Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-In-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

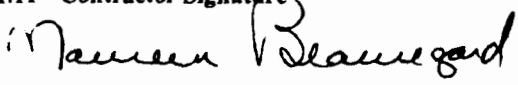
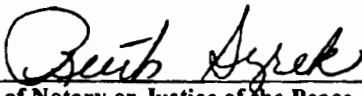
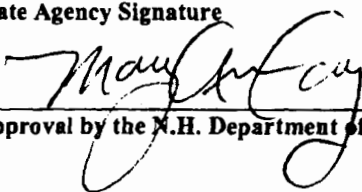
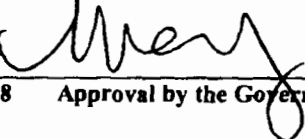
Subject: State Grant-In-Aid Funds Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street Manchester NH 03101	
1.5 Contractor Phone Number 603-641-9441 ext. 222	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$602,784
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/26/15</u> the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
RUTH A. SYREK, Notary Public My Commission Expires October 16, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Administrative Assistant, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. de la Motte On: 7/31/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. **CONDITIONAL NATURE OF AGREEMENT**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

MB



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

MS



Exhibit B

Method and Conditions Precedent to Payment

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$301,392.00
SFY17	not to exceed \$301,392.00

July 1, 2015 – June 30, 2017: not to exceed \$602,784.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$92,506.00
Transitional Shelter Services	\$234,352.00
Intervention Services	\$129,150.00
Specialty Shelter Services	<u>\$146,776.00</u>
Total program amount	\$602,784.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules,



Exhibit B

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

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

4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1. comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

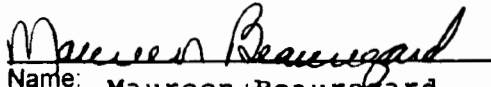
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Contractor Name: Families in Transition

June 26, 2015
Date


Name: Maureen Beauregard
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

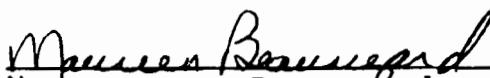
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Families in Transition

June 26, 2015
Date


Name: Maureen Beauregard
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

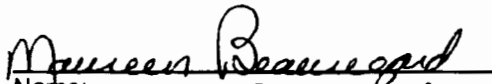
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Families in Transition

June 26, 2015
Date


Name: Maureen Beauregard
Title: President



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

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

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

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

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

Exhibit G

Contractor Initials

MBP

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Families in Transition

June 26, 2015
Date

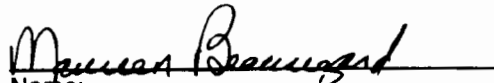

Name: Maureen Beauregard
Title: President

Exhibit G

Contractor Initials MB

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Families in Transition

June 26, 2015
Date

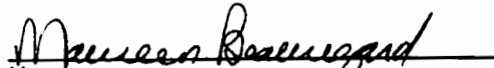

Name: Maureen Beauregard
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

MB



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHH S
The State

Families in Transition
Name of the Contractor

Mary Ann Conroy
Signature of Authorized Representative

Maureen Beauregard
Signature of Authorized Representative

MARY ANN CONROY
Name of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President
Title of Authorized Representative

7/17/15
Date

June 26, 2015
Date



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

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

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

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

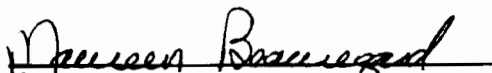
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Families in Transition

June 26, 2015
Date


Name: Maureen Beauregard
Title: President



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: 125360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Family Promise of Greater Nashua, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 180 Lowell Road, Hudson, NH 03051.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$22,428 from \$67,284 to read: \$89,712.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: *Christie Tappan*
Title: *Associate Commissioner*

Family Promise of Greater Nashua, Inc.

1/18/2018
Date

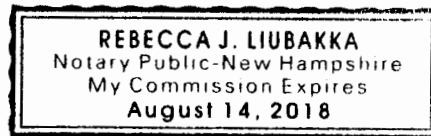
Pamela T. Small
Name: *PAMELA T. SMALL*
Title: *EXECUTIVE DIRECTOR*

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 1/18/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

R. Liubakka
Signature of Notary Public or Justice of the Peace

Rebecca J Liubakka
Name and Title of Notary or Justice of the Peace



My Commission Expires: 8-14-18




**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/9/18


Name: Megan A. Frob
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$22,428.00
SFY17	not to exceed \$22,428.00
SFY18	not to exceed \$22,428.00
SFY19	not to exceed \$22,428.00

July 1, 2015 – June 30, 2019: not to exceed \$89,712 .00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$89,712
Total program amount	\$89,712
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Family Promise of Greater Nashua									
Budget Request for: State Grant-In-Aid Funds									
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)									
1. Total Salary/Wages	\$ 44,856.00	\$ -	\$ 44,856.00	\$ 22,428.00	\$ -	\$ 22,428.00	\$ 22,428.00	\$ -	\$ 22,428.00
2. Employee Benefits									
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office/ Household									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone/Internet/ Cable									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Family Promise Affiliate Fee									
Fundraising Expenses									
TOTAL	\$ 44,856.00	\$ -	\$ 44,856.00	\$ 22,428.00	\$ -	\$ 22,428.00	\$ 22,428.00	\$ -	\$ 22,428.00

Indirect As A Percent of Direct 0.0%

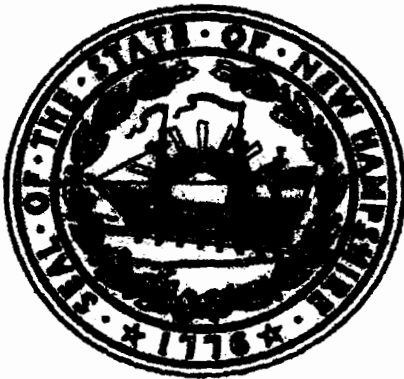
Contractor Initials *ATS*
 Date *3/15/18*

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILY PROMISE OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 368469



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of November A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Scott A. Wellman, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Family Promise of Greater Nashua
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 3/15/18:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 15 day of March, 2018.
(Date Amendment Signed)

4. Pamela Small is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Scott A. Wellman
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 15 day of March, 2018.

By Pamela Small
(Name of Elected Officer of the Agency)

Rebecca J. Liubakka
(Notary Public/Justice of the Peace)

(NOTARY SEAL) **REBECCA J. LIUBAKKA**
Notary Public-New Hampshire
My Commission Expires
August 14, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Jessica Hatfield PHONE (A/C, No, Ext): 603-882-2766 E-MAIL ADDRESS: Jhatfield@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED FAMPR Family Promise of Greater Nashua, Inc. 180 Lowell Road Hudson NH 03051	INSURER A : Philadelphia Insurance Companies	
	INSURER B : Eastern Alliance Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1590290989 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1711944	10/31/2017	10/31/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y N/A	010000115111	3/13/2018	3/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Workers' Compensation Policy.

CERTIFICATE HOLDER State of NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Why We Exist

OUR MISSION

Our mission is to help homeless and low-income families achieve sustainable independence through a community-based response.

TACKLING THE PROBLEM OF POVERTY

Poverty is a complex problem. It won't yield to a simple solution. It requires an integrated approach that reaches beyond immediate needs.



Family Promise
of Greater Nashua
at Anne-Marie House

May 18, 2017

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds
129 Pleasant Street, Brown Building
Concord, NH 03301

To Whom It May Concern:

I, Rebecca J. Liubakka, Chairman of the Board of Trustees for Family Promise of Greater Nashua certify the authenticity of the 2016 unaudited financials enclosed in this application.

Should you have further questions, please contact me at 603-821-6828.

Thank you.

Rebecca J. Liubakka

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2016

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

A For the 2016 calendar year, or tax year beginning January 1, 2016, and ending December 31, 20 16

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <u>Family Promise of Greater Nashua</u> Doing business as _____ Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>180 Lowell Road</u> City or town, state or province, country, and ZIP or foreign postal code <u>Hudson, NH 03051</u>	D Employer identification number <u>02-0528837</u> E Telephone number _____ G Gross receipts <u>\$304,355.30</u>
I Tax-exempt status: <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
J Website: ▶ <u>Familypromiseofgreaternashua.org</u>		H(c) Group exemption number ▶ _____
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: <u>2001</u> M State of legal domicile: <u>NH</u>
F Name and address of principal officer: <u>Rebecca J. Liubakka</u>		

Part I Summary

	1	Briefly describe the organization's mission or most significant activities: <u>Residential Program for homeless families encouraging financial literacy, parenting and other life enhancing skills.</u>		
Activities & Governance	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	9
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	5
	6	Total number of volunteers (estimate if necessary)	6	250
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b	Net unrelated business taxable income from Form 990-T, line 34	7b	0
Revenue	8	Contributions and grants (Part VIII, line 1h)	150,936	181947
	9	Program service revenue (Part VIII, line 2g)	0	0
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	154,491	123008
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	305,428	304955
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0
14		Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	112545	174188
16a		Professional fundraising fees (Part IX, column (A), line 11e)		0
b		Total fundraising expenses (Part IX, column (D), line 25) ▶		
17		Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		
18		Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)		
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12		
	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)		
	22	Net assets or fund balances. Subtract line 21 from line 20		

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<u>Rebecca J. Liubakka</u> Signature of officer	<u>5/15/17</u> Date
	<u>Rebecca J. Liubakka Board of Trustee, President</u> Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:
Residential Program for homeless families encouraging financial literacy parenting skills and other life enhancements.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses \$ 337,143.50 including grants of \$ _____) (Revenue \$ _____)
Operation and Management of Anne Marie House in Hudson, NH. Families receive secure housing, healthy meals, mentorship and other support services.

4b (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4d Other program services (Describe in Schedule O.)
(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses **▶** 337,143.50

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	✓	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	✓	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		✓
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		✓
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		✓
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		✓
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		✓
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		✓
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		✓
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		✓
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		✓
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		✓
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		✓
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		✓
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		✓
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		✓
12 a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		✓
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		✓
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		✓
14 a Did the organization maintain an office, employees, or agents outside of the United States?		✓
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV.</i>		✓
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		✓
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV.</i>		✓
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions)</i>		✓
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		✓
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		✓

Part IV Checklist of Required Schedules (continued)

	Yes	No
20 a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		✓
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		✓
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		✓
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		✓
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		✓
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		✓
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		✓
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		✓
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		✓
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		✓
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		✓
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		✓
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		✓
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		✓
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		✓
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		✓
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		✓
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		✓
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		✓
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		✓
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		✓
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		✓
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		✓
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		✓
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		✓
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		✓
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.		✓

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable 1a		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable 1b		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	✓	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	✓	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		✓
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		✓
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		✓
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		✓
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		✓
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		✓
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		✓
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	✓	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	✓	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		✓
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		✓
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		✓
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		✓
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		✓
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		✓
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		✓
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		✓
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		✓
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year 1a If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
b Enter the number of voting members included in line 1a, above, who are independent 1b		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? 2		✓
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person? 3		✓
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? 4		✓
5 Did the organization become aware during the year of a significant diversion of the organization's assets? 5		✓
6 Did the organization have members or stockholders? 6		✓
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7a		✓
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 7b		✓
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body? 8a	✓	
b Each committee with authority to act on behalf of the governing body? 8b	✓	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O 9		✓

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates? 10a		✓
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11a	✓	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13 12a	✓	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12b	✓	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done 12c	✓	
13 Did the organization have a written whistleblower policy? 13	✓	
14 Did the organization have a written document retention and destruction policy? 14		✓
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official 15a	✓	
b Other officers or key employees of the organization 15b	✓	
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16a		✓
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? 16b		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed ► **NH**
- 18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records: ►
Family Promise of Greater Nashua, 180 Lowell Road, Hudson, NH 03051 603-883-7338

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Rebecca J. Llubakka President	10	✓	✓				0	0	0	
(2) Edmund Hilston Vice President	5	✓	✓				0	0	0	
(3) Joan Joyal Secretary	5						0	0	0	
(4) Robert Buonfiglio Board Member	5						0	0	0	
(5) Douglas Klauber Board Member	10						0	0	0	
(6) Riley Rogers Board Member	5						0	0	0	
(7) Pamela Small Executive Director	45			✓			54,999.00	0	0	
(8) Jeff Evans Board Member	5						0	0	0	
(9) Lori DeLeo Board Member	2						0	0	0	
(10) Scott Wellman Board Member	5						0	0	0	
(11) Tom Merrifield Board Member	10						0	0	0	
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15)									
(16)									
(17)									
(18)									
(19)									
(20)									
(21)									
(22)									
(23)									
(24)									
(25)									
1b Sub-total							54,999		
c Total from continuation sheets to Part VII, Section A									
d Total (add lines 1b and 1c)							54,999		

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	✓
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	✓
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	✓

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a 0					
	b Membership dues	1b 0					
	c Fundraising events	1c 74355.30					
	d Related organizations	1d					
	e Government grants (contributions)	1e 6000					
	f All other contributions, gifts, grants, and similar amounts not included above	1f 224,000					
	g Noncash contributions included in lines 1a-1f: \$						
	h Total. Add lines 1a-1f ▶						304,355.30
Program Service Revenue	2a	Business Code					
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f ▶						0
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶						
	4 Income from investment of tax-exempt bond proceeds ▶						
	5 Royalties ▶						
	6a Gross rents	(i) Real					(ii) Personal
		b Less: rental expenses					
		c Rental income or (loss)					
		d Net rental income or (loss) ▶					
	7a Gross amount from sales of assets other than inventory	(i) Securities					(ii) Other
		b Less: cost or other basis and sales expenses					
		c Gain or (loss)					
		d Net gain or (loss) ▶					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18 a						
	b Less: direct expenses b						
	c Net income or (loss) from fundraising events . . ▶						
	9a Gross income from gaming activities. See Part IV, line 19 a						
		b Less: direct expenses b					
		c Net income or (loss) from gaming activities . . ▶					
	10a Gross sales of inventory, less returns and allowances a						
		b Less: cost of goods sold b					
		c Net income or (loss) from sales of inventory . . ▶					
Miscellaneous Revenue		Business Code					
11a							
b							
c							
d All other revenue							
e Total. Add lines 11a-11d ▶							
12 Total revenue. See instructions. ▶		304,355.30					

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	54999	29,603.70	12698	12698
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	119,189	83,432	17,879	17,879
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	12746	8271	2237	2237
11 Fees for services (non-employees):				
a Management	6503		3251.5	3251.5
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	2,850			2850
13 Office expenses				
14 Information technology	300.5	100.5	100	100
15 Royalties				
16 Occupancy				
17 Travel	3562	3562		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	3020	3020		
20 Interest				
21 Payments to affiliates	3566	3566		
22 Depreciation, depletion, and amortization				
23 Insurance	12,298	4798	7500	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Program Expenses	23114	23114		
b Fundraising Expenses	47744			47744
c Shelter Occupancy Expenses	47252	47252		
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	337,143.50	201920.5	40963.5	94259.5
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1 Cash—non-interest-bearing	110578	1	75217	
	2 Savings and temporary cash investments		2	0	
	3 Pledges and grants receivable, net	0	3	0	
	4 Accounts receivable, net		4	0	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	0	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	0	
	7 Notes and loans receivable, net		7	0	
	8 Inventories for sale or use		8	0	
	9 Prepaid expenses and deferred charges	0	9	0	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a			
	b Less: accumulated depreciation	10b	29971	10c	29971
	11 Investments—publicly traded securities		11	0	
	12 Investments—other securities. See Part IV, line 11		12	0	
	13 Investments—program-related. See Part IV, line 11		13	0	
	14 Intangible assets		14	00	
	15 Other assets. See Part IV, line 11	5100	15	5100	
16 Total assets. Add lines 1 through 15 (must equal line 34)	145649	16	110288		
Liabilities	17 Accounts payable and accrued expenses		17	0	
	18 Grants payable		18	0	
	19 Deferred revenue		19	0	
	20 Tax-exempt bond liabilities		20	0	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	0	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	0	
	23 Secured mortgages and notes payable to unrelated third parties		23	0	
	24 Unsecured notes and loans payable to unrelated third parties		24	0	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	0	
	26 Total liabilities. Add lines 17 through 25		26	0	
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27 Unrestricted net assets		27		
	28 Temporarily restricted net assets		28		
	29 Permanently restricted net assets		29		
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30 Capital stock or trust principal, or current funds		30		
	31 Paid-in or capital surplus, or land, building, or equipment fund		31		
	32 Retained earnings, endowment, accumulated income, or other funds		32		
33 Total net assets or fund balances	145649	33	110288		
34 Total liabilities and net assets/fund balances	145649	34	110288		

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	305428
2	Total expenses (must equal Part IX, column (A), line 25)	2	337143.50
3	Revenue less expenses. Subtract line 2 from line 1	3	-35360.02
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	110288
5	Net unrealized gains (losses) on investments	5	0
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	0
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	74927.98

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		✓
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		✓
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	✓	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		✓
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		✓

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Name of the organization

Family Promise of Greater Nashua

Employer identification number

02-0528837

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization Family Promise of Greater Nashua	Employer identification number 02-0528837
---	---

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
6	NH Charitable Foundation 37 Pleasant Street Concord, NH 03301	\$ 18,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
7	Ronald McDonald Foundation One Kroc Drive Oak Brook, IL 60523	\$ 12,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	First Church of Nashua 1 Concord St. Nashua, NH 03063	\$ 49,550	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	Madeline G. von Weber Trust 95 Market Street Manchester, NH 03101	\$ 12,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
10	United Way of Greater Nashua 20 Broad Street #1 Nashua, NH 03064	\$ 25,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization Family Promise of Greater Nashua	Employer identification number 02-0528837
---	---

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Robert and Diane Bonfiglio ----- ----- -----	\$ 6050	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	DCU For Kids Foundation ----- 220 Donald Lynch Boulevard, PO Box 9130 ----- Marlborough, MA 01752-9130 -----	\$ 10000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Frank and Martha Manley ----- 229 Rivermead Road ----- Peterborough, NH 03458 -----	\$ 5000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Curt and Joyce Potter ----- 7 Timberlane Drive ----- Windham, NH 03087 -----	\$ 15000	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Masiello Group ----- 436 Amherst Street ----- Nashua, NH 03063 -----	\$ 5000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	Douglas and Maureen Klauber ----- 10 Alice Drive ----- Nashua, NH 03063 -----	\$ 5690	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
----------------------	--------------------------------

Part II Noncash Property (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-----	----- ----- -----	\$ -----	-----
-----	----- ----- -----	\$ -----	-----
-----	----- ----- -----	\$ -----	-----
-----	----- ----- -----	\$ -----	-----
-----	----- ----- -----	\$ -----	-----
-----	----- ----- -----	\$ -----	-----
-----	----- ----- -----	\$ -----	-----

Name of organization _____ Employer identification number _____

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$ _____
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
.....

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
.....

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
.....

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
.....

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
.....

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
.....

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
.....

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
.....

**Family Promise of Greater Nashua
Anne-Marie House
Board of Trustees
January, 2018**

President

**Douglas W. Klauber (Jan.
2019)*Retired/Holligsworth and Vose Company**

Vice-President

**Anthony Attardo (Jan.2019)*
Retired/Raytheon Corporation**

Vice-President

**Scott Wellman (Jan.2019*)New Hampshire Healthy
Families**

Secretary

Rebecca Liubakka (Jan. 2019)
Windmill International, Inc**

Treasurer

**Melanie Nesheim (Jan 2021)*Self
Employed/LivingGrace Apartments**

Robert A. Bonfiglio (Jan.2020)RISE Private Wealth
Management Company**

**Debra Elliott (Jan. 2020)*
Eastern Bank**

Edmund Hilston, Jr. (Jan.2020)
Balanced Wealth Advisors**

Randy Brown (Jan 2021)*

***First Term (Date term ends)**

**** Second Term (Date Term ends)**

Updated: January 17, 2018

PAMELA T. SMALL

PROFESSIONAL SUMMARY

- Operations/Program Management
- Regional/National Staffing and Leadership, Recruitment and Training
- Program Development /Project and Proposal Management
- Financial Management/Resource Development
- Strategic Plan Development
- Productivity and Efficiency Improvement

Industries: non-profit; private business development; entrepreneurship

EXECUTIVE DIRECTOR

Family Promise of Greater Nashua, Inc., Hudson, NH (April 2014 to present)

- Responsibility and accountability delegated by the Board of Trustees for all aspects of Family Promise of Greater Nashua at Anne-Marie House (AMH) operations, as the organization pursues its mission, including budget management, fund development and revenue generation, hiring and supervision of staff, volunteer recruitment and management, community outreach, public relations and marketing, leadership recruitment, training and development.

DIRECTOR OF DEVELOPMENT AND COMMUNICATIONS

Greater Nashua Mental Health Center, Nashua, NH (2012-2014)

- Responsible for working with the Executive Director and Board of Directors to develop short and long long-term goals and strategies for fundraising and outreach.
- Coordinate and implement comprehensive development and communications strategies.
- Identify and cultivate prospects and establish relationships with key donors, corporate and philanthropic leaders.
- Author and establish Major Gifts, Planned Giving and Endowment Initiatives
- Assist in Leadership recruitment and voluntarism
- Develop and execute internal and external communication strategies.
- Establish collaborative programs and business development initiatives with corporate and community affiliates.
- Foundations, government funding sources, donor recruitment and relations.
- Oversee marketing, communications, database and social media initiatives.

CLINICAL HEALTH MENTOR

Greater Nashua Mental Health Center Research Department/Dartmouth College of Medicine (2012-2013)

- Provide healthy lifestyle mentoring for adults with mental illnesses, including individual nutrition and clinical training exercise programs
- Clinical case management for health and wellness research study in affiliation with Dartmouth College School of Medicine, Medicare, Samhsa and The YMCA of Greater Nashua
- Data collection and measurable outcome reporting and clinical assessments.

SENIOR DIRECTOR OF DEVELOPMENT

American Diabetes Association, Boston, MA (2010-2011)

- Lead for regional, state and national business development for diabetes funding, advocacy and education.

- Program management, and development of individual giving society memberships, planned giving, endowment funding and corporate and private foundation funding; board of director recruitment; maximization of current resources and funding relationships.
- Developed and implemented policies and procedures pertinent to organization growth and stability
- Mentored staff to create a positive atmosphere of professionalism and support; provided honest and timely feedback to employees; addressed performance issues with individual empowerment of strengths and abilities

REGIONAL DIRECTOR

Community Health Charities of New England, Hartford, CT (2007-2010)

- Responsible for establishing the Greater Boston Regional operations
- Recruited, then reported to regional Board of Directors providing leadership, consultation, recruitment, education and training
- Directed regional, state and national business development for federated campaigns.
- Responsible to Community Health Charities Corporate Office, Hartford, CT, and parent affiliate Health Charities of America, Washington, DC.
- Led and coordinated active and planned private sector corporate employee campaign development;
- Corporate and government relations and advocacy, charity relations and community involvement.

CONTRACT ADMINISTRATOR

Phillips Medical Systems, Andover, MA (2004-2006)

EXECUTIVE DIRECTOR

Big Brothers Big Sisters of Greater Lawrence (2000-2003)

DIRECTOR – ALEXIS DETOCQUVILLE SOCIETY (MAJOR GIFTS/LEADERSHIP GIVING)

United Way of Merrimack Valley, Lawrence-Hill Ward, MA (1998-2000)

DIRECTOR – DEVELOPMENT & MARKETING

Citizens' League of Adult Special Services (CLASS) Inc, Lawrence, MA (1996-1998)

MARKETING DIRECTOR

New England Development, Newton, MA (1991-1996), Mall Rockingham Park, Salem, NH

EDUCATION & TRAINING

Graduate Program, Boston University, MA

BA Art History/Fine Arts, Marymount College, Tarrytown, NY

Art History International Student Program, Birkbeck College, University of London

Curatorial Internship, Imperial War Museum, London, England

Fine Arts Internship, Henry Moore Foundation, Hertfordshire, England

AFFILIATIONS

Greater Nashua Continuum of Care, Board Member, present

Hudson, NH Chamber of Commerce Board Member, present

Community Health Charities of New England, Leadership Council

American Red Cross, Board Member

American Cancer Society, Board Member

CLASS, Inc. Board Member

YWCA Greater Lawrence, Board Member

Fordham University/Marymount College Alumni/Recruitment Chair
Presentation of Mary Academy Alumni/Recruitment Chair
Copley Society, Boston, MA Member
Friends of the Tate Gallery, London, Member
Ford Modeling Agency, New York, Alumni Association Member

ADDITIONAL SKILLS

American Fitness Training Association - Clinical Trainer; Certified Personal Trainer
American Heart Association CPR/First Aid Certification
Corporate Facilitator Certification, Philips Medical Systems
Microsoft Office Programs (MS Word, Excel, Outlook, PowerPoint)
SAP, Salesforce®, Raisers Edge ©, Giftworks, EMR Reporting Systems Proficiency

MELISSA JOHNSTONE

~~6 Broad Street, Hills, New Hampshire 03043~~
~~603-826-6117, johnstonemmel@gmail.com~~

Professional Skills:

- Program Development and Management
- Case Management
- Community Resource Development
- Volunteer Recruitment and Management
- Strategic Planning
- Facility Operations
- Childhood Education
- Sales Management and Training
- Employee Recruitment
- Volunteer Recruitment

Industries: Homelessness, Early Childhood Education, Substance Abuse, Criminal Justice, Business

Summary:

Assistant Director of Family Services - 2014 through present

Family Promise of Greater Nashua, Inc. at Anne-Marie House

Responsible for transitioning family members in achieving long-term self-sufficiency and affordable home occupancy/ownership by providing active case management services; resource interventionist related to housing, employment, physical and mental health, education, finances, legal, crises management and advocacy; conducting weekly goal-setting meetings with each family; preparation of statistical and narrative management reports; HMIS entry/documentation and data collection; serving on community relations committees; facility operations and house management, donation procurement and distribution; donor relations.

Pre K Teacher and Child Care Provider

Early Start Learning Academy, Hudson, NH

2001 – 2005 full time Lead Pre K Teacher

2005- 2009 Substitute Teacher/all grades; and Business Office Administrator

2009 – present – substitute teacher/ head librarian for educational programs

Case Manager – 2011 and 2012

Middlesex Transitions, Everett, MA

Supervised individual programs and goals for adults in sober living and post-incarceration program. Served as advocacy liaison with parole officers, county jails, prisons, and criminal justice programs. Responsible for the organizations' community relations and education program planning.

Head District Recruiter/Sales Manager 2007 - 2009

Vector Marketing, Quincy, MA

Responsible for recruitment, hiring process, and employee retention programs for sales organization; executed sales training, overcoming product objections, and designing individual plans to meet company goals; developed community relations programs for recruitment processes; administrative management and business relations.

Education, Certifications, Affiliations

Greater Nashua Continuum of Care- Ending Homelessness Committee - 2015 to present
Committee Member

CEU - Enhancing Ethical Decision Making, NH Coalition to End Homelessness – 2017

HMIS Certification, State of NH DHHS – 2015, 2016

CPR/First Aid Certifications

Business Administration Courses/Credits - 2012

Mount Washington College, Nashua, NH

Event Planning Certification/Courses – 2012

Penn Foster, Cambridge, MA

Early Childhood Education Certification – 2002

Mount Washington College, Nashua, NH

Licensed Cosmetologist - 2002

Continental Academy of Hair Design, Hudson, NH

Bartender Certification - 2004

Professional School of Bartending, Quincy, MA

Pelham, NH High School, Graduate - 2000

Volunteerism

Soccer Supervisor – 2016 and 2017

Hudson, NH Recreation Department

Head Coach – 2014-2015

Pelham, NH Youth Soccer Association

Head Coach – 2012 - 2014

Chelmsford, MA, Youth Soccer Association, Chelmsford, MA

AMY J. FREISE

~~(603) 566-8915~~

~~ajfreise@gmail.com~~

Profile A dedicated professional with 8+ years of experience in non-profit development, marketing, management, and event coordination. Exceptional communication skills with an ability to engage and mobilize all organizational levels to enhance institutional growth.

Skills Event Planning and Execution, Communication, Donor Development, Marketing, Microsoft Office, various databases

Experience **Family Promise of Greater Nashua** 2014-present
Special Event Coordinator

Coordinate all aspects of annual fundraiser. Achieved a 70% increase in net revenues in three years. Boosted donor attendance by 22%. Generated a 48% increase in corporate sponsorship. Launched a Major Gifts Recognition Event to support new Major Gifts Campaign.

START

Conference Coordinator 2005-2006

Program Coordinator 1999-2004

Oversaw overall program execution including development of new initiatives, grant writing, and administration of education programs. Organized events, meetings, conferences, and institutes for an international non-profit.

Implemented and maintained applicant database representing over 1,000 individuals and 40 countries. Established budgets, set timelines, and communicated event status with all staff, volunteers, and scientists (including Nobel Laureates). Generated specialized communications and marketing products to support initiatives. Responsible for generation and management of a grant portfolio in excess of \$1.4M.

aardvark resources llc. 1995-1998

President

Created first real-time, publicly accessible meteorological and oceanographic data retrieval and display system for the Chesapeake Bay. Developed methods for internet communications between scientists and scientific programs.

GLOBEC International 1993-1995

Program Associate

Managed international climate change program secretariat focused on global change and ocean ecosystem dynamics. Facilitated communication between six international and regional project working groups and nine national programs. Successfully integrated the GLOBEC program into the international research community, providing long-term support and funding for ocean ecosystem research.

JULIE L. ESP

~~5 Carlyn Circle, Nashua, NH 0306~~

~~603.888.8118~~

~~julieesp@comcast.net~~

OBJECTIVE To continue in my position as Grants and Development Coordinator with Family Promise of Greater Nashua at Anne-Marie House, a family housing program for homeless children and their families.

EXPERIENCE

2012-present **Grants and Development Coordinator Family Promise of Greater Nashua Hudson, NH**
Responsible for researching and writing 30+ grants annually as part of the overall fundraising plan for the Anne-Marie House Family Housing Program. The AMH Program provides families with children with the basic necessities as they move from homelessness to self-sufficiency. Provide grant follow-up and reporting as per contract. Conduct research and report on special projects. Write/review and edit written documents for special events, donor requests, newsletter, website and Facebook. Develop and report annual program statistics. Obtain funding to update the facilities. Maintain current knowledge of grant writing and fundraising principles and strategies.

2002-2011 Volunteer grant writer for Greater Nashua Interfaith Hospitality Network (now Family Promise of Greater Nashua). Researched and wrote 10-15 grants per year to fund the Anne-Marie House transitional housing program. Acquired funds to hire program staff: Executive Director, Family Services Coordinator, Volunteer Coordinator, and Director of Development; to fund program services; and for improvements to the facility.

1988-2003 **Senior Regional Planner Nashua Regional Planning Commission Nashua, NH**
Performed all aspects of community planning – master plans, zoning ordinance revisions, plan review, attend planning board meetings. River corridor management and planning; drafted designation materials and management plans for rivers approved for inclusion in the NH River Management and Protection program. Wrote successful grants to study the Merrimack River, preserve land, construct a boat launch, and to develop and construct storm water management demonstration projects in the Merrimack River watershed. Worked with committee to develop and implement volunteer water quality monitoring programs for both the Merrimack and Souhegan Rivers.

Education

University of Maine

Orono, Maine

BS in Natural Resources Management concentration in Land Use Planning

Virginia Commonwealth University

Richmond, Virginia

Master of Urban and Regional Planning

MATTHEW HODGKISS

I have been involved in the homeless industry for several years and believe myself qualified to aid in the effort to give these displaced families a safe and secure place to stay. I believe I could be integral in working with and adding to the volunteer base and strengthening that bond with the community.

EXPERIENCE

OCTOBER 10, 2018 – MARCH 24, 2018

OVERNIGHT RECEIVER, WHOLE FOODS MARKET

As the overnight receiver it was my responsibility to ensure products coming into the store were at the proper temperature and were undamaged upon arrival. I was tasked with unloading the truck, making sure to only take products being delivered to our store, and delivering them to the necessary storage areas for what came in. I was also responsible for doing data entry for invoices.

AUGUST 7, 2017 – PRESENT

DIRECTOR OF VOLUNTEERISM, FAMILY PROMISE OF GREATER NASHUA

As Director of Volunteer Engagement, I work one-on-one with the volunteers for the organization to coordinate their volunteering time here. I am also responsible for recruiting and training new volunteers. Additionally, I handle donation procurement by coordinating the pick-up or drop-off of furniture items/clothing/toys etc.

EDUCATION

MAY 2011

ASSOCIATES DEGREE, NASHUA COMMUNITY COLLEGE

After graduating High School, I entered Nashua Community College and focused on advancing my education in the fields of Psychology and Sociology.

JUNE 2016

BACHELOR'S DEGREE, UNIVERSITY OF MASSACHUSETTS: LOWELL

I continued my education in the fields of Psychology and Sociology at UMass Lowell. In my senior year I participated in a work study as an assistant to a student working on their master's degree thesis. Myself and a group of other students helped by administering surveys to participants in a study.

SKILLS

- I have very good interpersonal skills.
- I have experience working with both the elderly and children.
- I can do data entry.
- I have experience with accepting donations and filling out the necessary forms.

ACTIVITIES

I was involved in volunteer work for Greater Nashua Interfaith Hospitality Network (GNIHN) when I was 15. I was responsible for helping families experiencing homelessness move in and out of the facility where they were being housed. I have continued to be involved in volunteering for GNIHN as it transitioned into Family Promise of Greater Nashua. I have maintained an interest in working with families struggling with homelessness.

JULIE L. ESP

OBJECTIVE To continue in my position as Grants and Development Coordinator with Family Promise of Greater Nashua at Anne-Marie House, a family housing program for homeless children and their families.

EXPERIENCE

2012-present **Grants and Development Coordinator** **Family Promise of Greater Nashua Hudson, NH**
Responsible for researching and writing 30+ grants annually as part of the overall fundraising plan for the Anne-Marie House Family Housing Program. The AMH Program provides families with children with the basic necessities as they move from homelessness to self-sufficiency. Provide grant follow-up and reporting as per contract. Conduct research and report on special projects. Write/review and edit written documents for special events, donor requests, newsletter, website and Facebook. Develop and report annual program statistics. Obtain funding to update the facilities. Maintain current knowledge of grant writing and fundraising principles and strategies.

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Education

University of Maine **Orono, Maine**
BS in Natural Resources Management concentration in Land Use Planning

Virginia Commonwealth University **Richmond, Virginia**
Master of Urban and Regional Planning

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
PAMELA SMALL	EXECUTIVE DIRECTOR	54,999.00	0	0
MELISSA JOHNSTONE	FAMILY SERVICES DIRECTOR	41,600.00	54%	22,500.00
MATTHEW HODGKISS	VOLUNTEER DIRECTOR	29,992.00	0	0
AMY FREISE	DEVELOPMENT DIRECTOR	26,000.00	0	0
JULIE ESP	GRANTS DIRECTOR	24,960.00	0	0

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

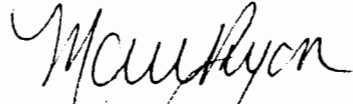
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

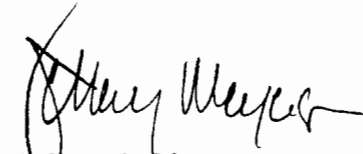
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

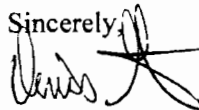
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

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**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Family Promise of Greater Nashua, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 180 Lowell Road, Hudson, NH 03051.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015 (Item#14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$22,428 from \$44,856 to read: \$67,284.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5-16-17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

Family Promise of Greater Nashua, Inc.

5-16-17
Date

Rebecca S. Livbakk
Name: Rebecca S Livbakk
Title: President, Board of Trustees

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on May 16th 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jeanne M. Taylor
Signature of Notary Public or Justice of the Peace



Jeanne M Taylor
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/10/2020



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/30/17

Name: [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$22,428.00
SFY17	not to exceed \$22,428.00
SFY18	not to exceed \$22,428.00
July 1, 2015 – June 30, 2018:	not to exceed \$67,284.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$67,284.00
Total program amount	\$67,284.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
 - 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the

PTS

5/16/17



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

dm
14

12/14/15 #14

October 14, 2015

Her Excellency Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive** agreement with Family Promise of Greater Nashua Inc. (Vendor # 159372-B001), 180 Lowell Road, Hudson NH 03051, for the State Grant-in-Aid Funds program to provide transitional shelter services in an amount not to exceed \$44,856, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. This contract is funded with 100% General Funds.

Funds to support this request are available in the following accounts for State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$22,428
2017	102-500731	Contracts for Program Services	\$22,428
			\$44,856

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** because the Department did not receive the executed contract documents from the vendor until October 14, 2015. The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This agreement represents one (1) of twenty-seven (27) vendors selected to receive State Grant-in-Aid Program funding, and represents \$44,856 of the total \$6,569,941 being funded. Twenty-six (26) of the contracts were previously approved by the Governor and Executive Council. The Governor and Executive Council previously approved a total of twenty-six (26) State Grant-in-Aid agreements as follows:

- August 26, 2015, twenty-three (23) agreements were approved.
- September 16, 2015, two (2) agreements were approved.
- October 21, 2015, one (1) agreement was approved.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the proposals by a team of qualified personnel from the Bureau of Homeless and Housing Services, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreement calls for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should the Governor and Executive Council not authorized this request, individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

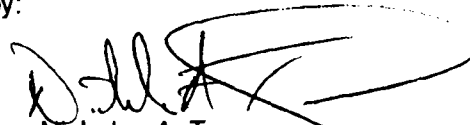
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

RFP Name

RFP Number

Reviewer Names

Bidder Name

Pass/Fail	Maximum Points	Actual Points
	205	180
	205	137
	205	196
	205	151
	205	177
	205	195
	205	190
	205	191
	205	185
	205	188
	205	90
	205	162
	205	190
	205	109
	205	180
	205	183
	205	163
	205	110
	205	157
	205	165
	205	168
	205	174
	205	175
	205	164
	205	181
	205	177
	205	139
	205	168
	205	171
	205	152
	205	180
	205	196
	205	190
	205	109
	205	182
	205	76
	205	180
	205	198

1. Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Business Administrator IV
5. Program Planning and Review Specialist

1. Bridge House (C)
2. CAP Belnap-Merrimack, Inc. (I)
3. Child and Family Services (I)
Community Action Partnership of
Strafford County (I)
4. Concord Coalition to end
Homelessness (I)
6. Cross Roads House, Inc. (C)
Families in Transition (Emergency
Shelter)
7. Families in Transition (Transitional
Shelter)
9. Families in Transition
10. Families in Transition
11. Family Promise of Greater Nashua at
Anne Marie House
12. Friend's Emergency Housing Program
13. Harbor Homes, Inc.
14. The Front Door, Inc.
Helping Hand's Outreach and
Ministries
16. Leconia Area Community Land Trust
17. Marguerite's Place, Inc.
18. Merrimack Valley Assistance Program
19. My Friend's Place
20. Nashua Soup Kitchen and Shelter, Inc.
21. New Horizons
NH Coalition Against Domestic and
Sexual Violence
23. NH Legal Assistance
24. Southern NH Services, Inc.
Southwestern Community Services,
Inc.
26. The Front Door Agency, Inc.
The Salvation Army Carey House
Homeless Shelter
28. The Salvation Army Mckenna House
29. The Way Home
Tri-County Community Action
Program, Inc.
31. Veteran's Inc.
32. The Way Home
33. Child and Family Services
34. Tri-County CAP - Prevention
35. Southwestern Comm Svcs
36. Headrest, Inc.
37. Bridge House (C)
38. Cross Roads House, Inc. (C)

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties which is unacceptable

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

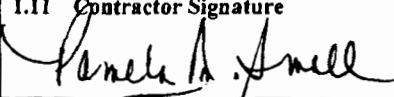
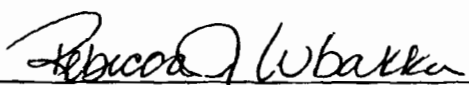
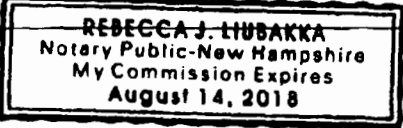
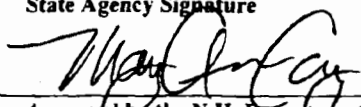
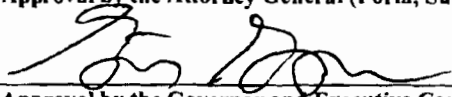
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Family Promise of Greater Nashua, Inc.		1.4 Contractor Address 180 Lowell Road Hudson NH 03051	
1.5 Contractor Phone Number 603-883-7338	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$44,856
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PAMELA T. SMALL EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7/21/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Rebecca J Ljubakka Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 11/25/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: PTB
Date: 11/20/10

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: MS
Date: 7/21/12

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

ATS
9/21/15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

PS
7/21/12



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

AS
7/21/17



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$22,428.00
SFY17 not to exceed \$22,428.00

July 1, 2015 – June 30, 2017: not to exceed \$44,856.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services \$44,856.00
Total program amount \$44,856.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

1/24/15
PAB



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

PTJ
7/21/12



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7/21/15
PS



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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7/21/10



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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9/21/15

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

7/21/15
Date

Contractor Name: Family Promise of Greater Nashua
Shirley A. Smith
Name: Executive Director
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7/21/15
Date

Contractor Name: Family Planning of Greater Nashua
Shirley A. Spaul
Name: Shirley A. Spaul
Title: Executive Director

Contractor Initials RS
Date 7/21/15



**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

PS
7/24/15



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7/21/15
Date

Contractor Name:
Armedy Propose of Gracia N. Chua
Vanessa K. Small
Name:
Title: *Executive Director*

Contractor Initials *PRS*
Date 7/21/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

P13

Date

7/21/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

7/21/17
Date

Contractor Name: Agency of Greater Nashua
Karen A. Spill
Name: Karen A. Spill
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials ATS

Date 7/21/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

9/21/15
Date

Contractor Name: Prime Service of Greater Nashua
Name: Janice H. Small
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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7/24/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

PTB
Date 7/21/15



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
[Signature]
 Signature of Authorized Representative
Mary Ann Conroy
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
10/25/15
 Date

[Signature]
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
PAMELA T. SMALL
 Name of Authorized Representative
EXECUTIVE DIRECTOR
 Title of Authorized Representative
7/24/15
 Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

7/21/17
Date

Contractor Name: Hamill Primary Center
Heidi A. Hamill & Michael
PAMELA T. SMALL
Name: _____
Title: EXECUTIVE DIRECTOR



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 02-0528837
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: <u>PAMELA T. SMALL</u>	Amount: <u>\$55,000.00</u>
Name: <u>TAMIK MCKAY</u>	Amount: <u>\$37,440.00</u>
Name: <u>JUNIE ESP</u>	Amount: <u>\$84,960.00</u>
Name: <u>LADONNA A. HORTON</u>	Amount: <u>\$27,480.00</u>
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$39,050 from \$117,150 to read: \$156,200.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

Harbor Homes, Inc.

1/17/2018
Date

[Signature]
Name: Peter Kelleher
Title: President & CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 1/17/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of ~~Notary Public~~ or Justice of the Peace

William C Martin
Name and Title of ~~Notary~~ or Justice of the Peace

WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020

My Commission Expires: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date

[Signature]
Name: Megan D. [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$39,050.00
SFY17	not to exceed \$39,050.00
SFY18	not to exceed \$39,050.00
SFY18	not to exceed \$39,050.00

July 1, 2015 – June 30, 2019: not to exceed \$156,200.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$156,200.00
Total program amount	\$156,200.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.




Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

Bidder/Program Name: Harbor Homes, Inc.		New Hampshire Department of Health and Human Services									
Budget Request for: State Grant-in-Aid Funds											
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)											
1. Total Salary/Wages	\$ 40,865.00	\$ -	\$ 40,865.00	\$ 20,432.00	\$ -	\$ 20,432.00	\$ 20,433.00	\$ -	\$ 20,433.00	\$ -	\$ 20,433.00
2. Employee Benefits	\$ 10,442.00	\$ -	\$ 10,442.00	\$ 5,221.00	\$ -	\$ 5,221.00	\$ 5,221.00	\$ -	\$ 5,221.00	\$ -	\$ 5,221.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 890.00	\$ -	\$ 890.00	\$ 890.00	\$ -	\$ 890.00	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 87.00	\$ -	\$ 87.00	\$ 43.00	\$ -	\$ 43.00	\$ 44.00	\$ -	\$ 44.00	\$ -	\$ 44.00
6. Travel	\$ 123.00	\$ -	\$ 123.00	\$ 123.00	\$ -	\$ 123.00	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 24,611.00	\$ -	\$ 24,611.00	\$ 15,443.00	\$ -	\$ 15,443.00	\$ 9,168.00	\$ -	\$ 9,168.00	\$ -	\$ 9,168.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,719.00	\$ -	\$ 2,719.00	\$ 2,719.00	\$ -	\$ 2,719.00	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 17.00	\$ -	\$ 17.00	\$ 17.00	\$ -	\$ 17.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,522.00	\$ -	\$ 1,522.00	\$ 1,522.00	\$ -	\$ 1,522.00	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 88.00	\$ -	\$ 88.00	\$ 88.00	\$ -	\$ 88.00	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ 10,146.00	\$ 10,146.00	\$ -	\$ 5,962.00	\$ 5,962.00	\$ -	\$ 4,184.00	\$ 4,184.00	\$ -	\$ 4,184.00
Food	\$ 1,555.00	\$ -	\$ 1,555.00	\$ 1,555.00	\$ -	\$ 1,555.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 82,919.00	\$ 10,146.00	\$ 93,065.00	\$ 48,053.00	\$ 5,962.00	\$ 54,015.00	\$ 34,866.00	\$ 4,184.00	\$ 39,050.00	\$ -	\$ -

Indirect As A Percent of Direct

12.2%

Contractor Initials 
Date 3/21/18

**NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA)
NONPROFIT ORGANIZATION**

ORGANIZATION:
Harbor Homes, Inc.
45 High Street
Nashua, NH 03060

EIN: 02-0351932

DATE: January 16, 2018
FILE REF: This replaces
the agreement dated
January 9, 2017

The rates approved in this Agreement are for use on grants, contracts, and other agreements with the Federal Government to which OMB Circular No. A-122 applies, subject to the conditions in Section II, A, below. The rates were negotiated between Harbor Homes, Inc. and the U.S. Department of Labor in accordance with the authority contained in Attachment A, Section E.2 (a), of the Circular. Indirect rates for fiscal years that begin on or after 12/26/2014 are subject to 2 CFR Part 200, Subpart E, in accordance with the authority contained in 2 CFR, Part 200, Appendix IV, C.2.

SECTION I: RATES

<u>TYPE</u>	<u>EFFECTIVE PERIOD</u>		<u>RATE*</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
	<u>FROM</u>	<u>TO</u>			
INDIRECT COST:					
Final	7/1/13	6/30/14	25.22%	All	All Programs
Final	7/1/14	6/30/15	25.79%	All	All Programs
Final	7/1/15	6/30/16	26.58%	All	All Programs
Final	7/1/16	6/30/17	19.46%	All	All Programs
Provisional	7/1/17	6/30/18	26.49%	All	All Programs
Provisional	7/1/18	6/30/19	23.25%	All	All Programs

(See Special Remarks)

* **BASE:** Total direct salaries and wages and applicable fringe benefits.

TREATMENT OF FRINGE BENEFITS: Fringe benefits are charged in the same manner as salaries and wages are recorded.

TREATMENT OF PAID ABSENCES: Release time costs are considered part of salary costs. Harbor Homes, Inc. records release time costs in the same manner that salary costs are recorded.

SECTION II: GENERAL

- A. **LIMITATIONS**: Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
- (1) that no costs other than those incurred by the non-Federal entity or contractor were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the non-Federal entity and allowable under the governing cost principles,
 - (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs,
 - (3) that similar types of costs have been accorded consistent treatment, and
 - (4) that the information provided by the non-Federal entity or contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate by the Federal government. In such situations, the rate(s) may be subject to renegotiation at the discretion of the Federal government.
 - (5) The rates cited in this Agreement are subject to audit.
- B. **ACCOUNTING CHANGES**: This agreement is based on the accounting system purported by the non-Federal entity or contractor to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the Office of Cost Determination. Such changes include, but are not limited to changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.
- C. **NOTIFICATION TO FEDERAL AGENCIES**: A copy of this document is to be provided by the non-Federal entity or contractor to other Federal funding sources as a means of notifying them of the Agreement contained herein.
- D. **PROVISIONAL-FINAL RATES AND ADJUSTMENTS**: When seeking initial reimbursement of indirect costs using the provisional/final rate methodology, a provisional proposal must be submitted within 90 days of receiving a Federal award (financial assistance, grants, cooperative agreements, and cost reimbursable contracts) that requires accounting for actual costs incurred. The non-Federal entity or contractor must submit an indirect cost rate proposal within six (6) months after the end of their fiscal year to establish a final rate.

Once a final rate is negotiated, billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate

and there are no funds available to cover the additional indirect costs, the non-Federal entity or contractor may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the non-Federal entity or contractor will be required to reimburse the funding agency for the excess billings.

Non-Federal entities or contractors receiving a Federal cost reimbursable contract(s) - Must adhere with FAR 52.216-7(d)(2)(v), to settle final indirect cost rates typically on an annual basis:

“The contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.”

In addition, the contractor shall provide to the Contracting Officer the noted cumulative costs schedule within 60 days of the execution of this agreement.

If the non-Federal entity or contractor has completed performance under any of the contracts covered by this Agreement, a final invoice or voucher must be submitted no later than 120 days from the date on which this Agreement is executed, following guidance from FAR 52.216-7(d)(5) and FAR 52.216-7(h).

Non-Federal entities receiving Federal awards (financial assistance, grants, and cooperative agreements) – Note that even if Federal awards are administratively closed prior to the settlement of final indirect cost rates, non-Federal entities still must comply with the following 2 CFR Part 200 clauses stating, in part:

§200.344 Post-closeout adjustments and continuing responsibilities

(a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
- (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

§200.345 Collection of amounts due

(a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government.

(b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

E. **SPECIAL REMARKS:**

1. Indirect costs charged to Federal contracts by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein and be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
2. Contracts providing for ceilings as to the indirect cost rate(s) or amount(s) which are indicated in Section I above, will be subject to the ceilings stipulated in the contract. The ceiling rate or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the contract.
3. Administrative costs consist of all Direct and Indirect costs associated with the management of an organization's programs. Organizations should refer to their contracts/grants terms and specific program legislation for the applicable definition of Administrative Costs and any related limitations.
4. Harbor Homes, Inc.'s indirect pool is comprised of the following elements: salaries, fringe benefits, accounting, legal fees, other professional fees/consultants, journals and publications, conferences, contract labor, garbage and trash removal, information technology, staff expenses, utilities, operating and maintenance, office supplies, operational supplies, snow removal, food, depreciation, equipment rental, advertising, telephone/communication, postage/shipping, staff transportation, membership dues, and other expenditures.

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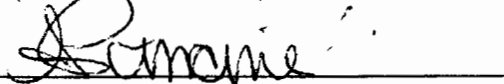
5. F&A indirect cost rate is 19.46% for FY '17; Facilities rate is 1.27%, and the Administrative rate is 18.19%.

ACCEPTANCE

BY THE ORGANIZATION:

Harbor Homes, Inc.
45 High Street
Nashua, NH 03060

(Grantee/Contractor)



(Signature)

Ana Pancine

(Name)

Controller

(Title)

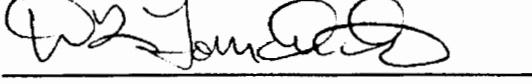
1/24/18

(Date)

**BY THE COGNIZANT AGENCY
ON BEHALF OF THE
FEDERAL GOVERNMENT:**

U.S. DEPARTMENT OF LABOR
Office of Cost Determination
224 Westbridge Place
Mount Airy, N.C. 27030

(Government Agency)



(Signature)

For
Victor M. Lopez

(Name)

Director, Office of Cost Determination

(Title)

January 16, 2018

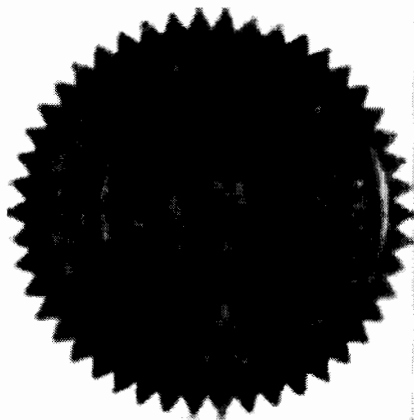
(Date)

Negotiated By: Damon Tomchick
Telephone No.: 240-475-2786

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARBOR HOMES, INC. is a New Hampshire nonprofit corporation formed February 15, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2016

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Aponovich, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Harbor Homes, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3/21/18 :
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of March, 2018.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David A. Aponovich
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of March, 2018.

By David Aponovich
(Name of Elected Officer of the Agency)

William C. Martin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020
Commission Expires: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
 Welcoming Light, Inc. -FID# 020481648
 HH Ownership, Inc.
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

77 Northeastern Blvd
Nashua, NH 03062
www.harborhomes.org



Phone: 603-882-3616
603-881-8436
Fax: 603-595-7414

A Beacon for the Homeless for Over 30 Years



Mission Statement

To create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

A member of the Partnership for Successful Living

A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.
www.nhpartnership.org

Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services
• Southern NH HIV/AIDS Task Force • Welcoming Light



HARBOR HOMES, INC.

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

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Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to the Financial Statements	7

102 Perimeter Road
Nashua, NH 03063
(603) 882-1111
melansonheath.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc.

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Harbor Homes, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc.'s fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2017 on our consideration of Harbor Homes, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes Inc.'s internal control over financial reporting and compliance.

Melanson Heath

November 6, 2017

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2017

(With Comparative Totals as of June 30, 2016)

<u>ASSETS</u>	<u>2017</u>	<u>2016</u>
Current Assets:		
Cash and cash equivalents	\$ 320,236	\$ 80,962
Accounts receivable, net	1,223,052	862,339
Patient services receivables, net	691,464	448,468
Due from related organizations	474,240	180,466
Inventory	67,277	-
Other assets	<u>60,249</u>	<u>160,913</u>
Total Current Assets	2,836,518	1,733,148
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation	23,364,133	19,139,795
Restricted cash	428,025	382,783
Investments	331,597	8,890
Due from related organizations	345,355	318,617
Beneficial interest	161,946	143,756
Deferred compensation plan	-	100,591
Total Noncurrent Assets	<u>24,631,056</u>	<u>20,094,432</u>
Total Assets	<u>\$ 27,467,574</u>	<u>\$ 21,827,580</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Accounts payable	\$ 956,353	\$ 233,806
Accrued expenses	1,111,291	789,127
Line of credit	966,156	100,100
Other liabilities	5,582	256,659
Current portion of capital leases payable	18,304	47,985
Current portion of mortgages payable	<u>247,589</u>	<u>256,680</u>
Total Current Liabilities	3,305,275	1,684,357
Long Term Liabilities:		
Security deposits	58,096	31,953
Deferred compensation plan	-	107,215
Capital leases payable, net of current portion	-	13,446
Mortgages payable, tax credits	79,280	100,323
Mortgages payable, net of current portion	11,666,646	6,932,311
Mortgages payable, deferred	<u>5,217,096</u>	<u>5,217,096</u>
Total Long Term Liabilities	<u>17,021,118</u>	<u>12,402,344</u>
Total Liabilities	20,326,393	14,086,701
Unrestricted Net Assets	6,812,003	7,593,742
Temporarily Restricted Net Assets	<u>329,178</u>	<u>147,137</u>
Total Net Assets	<u>7,141,181</u>	<u>7,740,879</u>
Total Liabilities and Net Assets	<u>\$ 27,467,574</u>	<u>\$ 21,827,580</u>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	Unrestricted <u>Net Assets</u>	Temporarily Restricted <u>Net Assets</u>	2017 <u>Total</u>	2016 <u>Total</u>
Public Support and Revenue:				
Public Support:				
Federal grants	\$ 3,520,498	\$ -	\$ 3,520,498	\$ 2,758,968
State and local grants	6,268,872	-	6,268,872	3,824,837
Other grants	217,600	-	217,600	-
Contributions	280,525	599,406	879,931	484,631
Fundraising events	26,620	-	26,620	20,885
Net assets released from restriction	<u>417,365</u>	<u>(417,365)</u>	<u>-</u>	<u>-</u>
Total Public Support	10,731,480	182,041	10,913,521	7,089,321
Revenue:				
Department of Housing and Urban Development	3,041,875	-	3,041,875	2,940,896
Veterans Administrative grants	2,160,799	-	2,160,799	2,303,049
Contracted services	642,870	-	642,870	328,802
Patient services revenues, net	2,430,161	-	2,430,161	1,736,275
Medicaid, net	1,499,295	-	1,499,295	1,292,782
Rent and service charges, net	692,803	-	692,803	381,691
Other fees and miscellaneous	180,355	-	180,355	292,972
Outside rent	423,430	-	423,430	122,508
Management fees	25,536	-	25,536	25,324
Investment income/(loss)	<u>25,508</u>	<u>-</u>	<u>25,508</u>	<u>(5,792)</u>
Total Revenue	<u>11,122,632</u>	<u>-</u>	<u>11,122,632</u>	<u>9,418,507</u>
Total Public Support and Revenue	21,854,112	182,041	22,036,153	16,507,828
Expenses:				
Program	20,070,879	-	20,070,879	15,156,854
Administration	2,032,507	-	2,032,507	2,107,947
Fundraising	<u>532,465</u>	<u>-</u>	<u>532,465</u>	<u>264,974</u>
Total Expenses	22,635,851	-	22,635,851	17,529,775
Legal settlement, net (see Note 22)	-	-	-	1,119,434
Debt forgiveness	<u>-</u>	<u>-</u>	<u>-</u>	<u>98,087</u>
Change in net assets	(781,739)	182,041	(599,698)	195,574
Net Assets, Beginning of Year	<u>7,593,742</u>	<u>147,137</u>	<u>7,740,879</u>	<u>7,545,305</u>
Net Assets, End of Year	<u>\$ 6,812,003</u>	<u>\$ 329,178</u>	<u>\$ 7,141,181</u>	<u>\$ 7,740,879</u>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2017 Total</u>	<u>2016 Total</u>
Expenses:					
Accounting fees	\$ -	\$ 41,814	\$ 102	\$ 41,916	\$ 54,671
Advertising and promotion	1,300	5,315	10,581	17,196	10,453
Client counseling and support services	59,223	-	-	59,223	40,286
Client rental assistance	5,713,823	-	-	5,713,823	5,148,408
Conferences, conventions, and meetings	101,990	12,702	721	115,413	72,387
Contracted services	1,408,890	13,329	88	1,422,307	277,409
Employee benefits	900,118	148,436	41,017	1,089,571	865,527
Food and nutrition services	104,496	-	49	104,545	75,070
Grants and donations to other organizations	232,089	686	18,940	251,715	190,916
Information technology	253,700	182,108	1,990	437,798	190,941
Insurance	135,755	5,680	228	141,663	135,910
Interest expense	421,914	75,885	1,079	498,878	445,569
Legal fees	25,585	91,463	-	117,048	105,773
Membership dues	25,808	1,788	-	27,596	16,459
Miscellaneous	57,404	38,045	1,418	96,867	41,700
Occupancy	939,676	120,619	12,239	1,072,534	752,915
Office expenses	161,297	48,862	17,074	227,233	188,582
Operational supplies	300,203	9,131	527	309,861	191,021
Payroll taxes	574,927	76,390	28,109	679,426	520,202
Professional fees	50,627	57,660	25,164	133,451	159,402
Retirement contributions	190,318	20,727	13,134	224,179	235,265
Salaries and wages	7,364,440	992,755	352,427	8,709,622	6,734,326
Travel	94,108	2,298	1,135	97,541	83,412
Total Expenses	<u>19,117,691</u>	<u>1,945,693</u>	<u>526,022</u>	<u>21,589,406</u>	<u>16,536,604</u>
Depreciation and amortization	<u>953,188</u>	<u>86,814</u>	<u>6,443</u>	<u>1,046,445</u>	<u>993,171</u>
Total Functional Expenses	<u>\$ 20,070,879</u>	<u>\$ 2,032,507</u>	<u>\$ 532,465</u>	<u>\$ 22,635,851</u>	<u>\$ 17,529,775</u>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (599,698)	\$ 195,574
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	1,046,445	993,171
(Gain)/loss on beneficial interest	(18,190)	5,747
Debt forgiveness	-	(98,087)
(Increase) Decrease In:		
Accounts receivable	(360,713)	158,095
Patient services receivable	(242,996)	(158,176)
Inventory	(67,277)	-
Other assets	100,664	(94,844)
Increase (Decrease) In:		
Accounts payable	722,547	(214,819)
Accrued expenses	322,164	69,111
Deferred compensation plan	(6,624)	254,400
Other liabilities	(251,077)	6,624
Net Cash Provided by Operating Activities	<u>645,245</u>	<u>1,116,796</u>
Cash Flows From Investing Activities:		
Security deposits	26,143	(10,541)
Purchase of fixed assets	(320,785)	(63,527)
Purchase of investments	(322,707)	-
Sale of investments	-	1,409
Net Cash Used by Investing Activities	<u>(617,349)</u>	<u>(72,659)</u>
Cash Flows From Financing Activities:		
Borrowings from lines of credit	1,500,686	110,100
Payments on lines of credit	(634,631)	(743,319)
Payments on capital leases	(43,127)	(43,127)
Payments on long term borrowings	(224,753)	(221,547)
Payments on tax credits	(21,043)	(21,043)
Advances to related organizations	(1,791,201)	(353,583)
Repayments from related organizations	1,470,689	154,774
Net Cash Provided by (Used for) Financing Activities	<u>256,620</u>	<u>(1,117,745)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	284,516	(73,608)
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>463,745</u>	<u>537,353</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 748,261</u>	<u>\$ 463,745</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 474,402</u>	<u>\$ 445,423</u>
Non-cash financing activities	<u>\$ 4,950,000</u>	<u>\$ -</u>
Debt forgiveness	<u>\$ -</u>	<u>\$ 98,087</u>

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Notes to the Financial Statements

1. **Organization:**

Harbor Homes, Inc. (the Organization) is a nonprofit organization that creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include peer support programs, job training, a paid employment program, and social and educational activities.

In addition to housing and supportive services, the Organization runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

2. **Summary of Significant Accounting Policies:**

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Accounts Receivable, Net

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Patient Services Receivables, Net

Patient services receivables result from the health care services provided by the Organization's Federally Qualified Health Care Center. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections. The Organization has not changed its financial assistance policy in fiscal year 2017. The Organization does not maintain a material allowance for doubtful collections from third-party payors, nor did it have significant write-offs from third-party payors.

Inventory

Inventory is comprised of program-related merchandise held for sale in the pharmacy, and is stated at the lower of cost or market determined by the first-in, first-out method.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$5,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as

incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

<u>Assets</u>	<u>Years</u>
Land improvements	15
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment	5 - 7

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

Beneficial Interests in Charitable Trusts Held by Others

The Organization has been named as an irrevocable beneficiary of several charitable trusts held and administered by independent trustees. These trusts were created independently by donors and are administered by outside agents designated by the donors. Therefore, the Organization has neither possession nor control over the assets of the trusts. At the date of notification of an interest in a beneficial trust, a temporarily or permanently restricted contribution is recorded in the Statement of Activities, and a beneficial interest in charitable trusts held by others is recorded in the Statement of Financial Position at fair value using present value techniques and risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the expected distributions to be received under the agreement. Thereafter, beneficial interests in the trusts are reported at fair value in the Statement of Financial Position, with changes in fair value recognized in the Statement of Activities. Upon receipt of trust distributions and/or expenditures in satisfaction of the restricted purpose stipulated by the donor, if any, temporarily restricted net assets are released to unrestricted net assets; permanently restricted net assets are transferred to the endowment.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of

time. Contributions are reported as temporarily 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.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with the provisions of the agreements.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Patient Service Revenues, Net

Patient service revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 16).

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with

payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the 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's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. 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.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The costs of program and supporting services 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.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Income Taxes

Harbor Homes, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. If the Organization has net income that is derived from business activities that are unrelated to its exempt purpose, it would need to file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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. Actual results could differ from those estimates and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed

insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Organization believes that its investment strategies are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of due from related Organizations (note 4) – Level 3.
- Recurring measurement of investments (note 6) – Level 1.
- Recurring measurement of beneficial interests (note 8) – Level 3.
- Recurring measurement of lines of credit (note 10) – Level 2.
- Recurring measurement of capital leases payable (note 11) – Level 2.
- Recurring measurement of mortgages payable (notes 12 - 14) – Level 2.

The carrying amounts of cash, cash equivalents, restricted cash, receivables, other assets, accounts payable, accrued expenses, and other liabilities, approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation in the current year financial statements.

3. Receivables, Net:

Accounts receivable at June 30, 2017 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 1,045,069	\$ -	\$ 1,045,069
Pledges	95,500	-	95,500
Residents	96,844	(55,592)	41,252
Other	39,713	-	39,713
Security deposits	1,518	-	1,518
Total	<u>\$ 1,278,644</u>	<u>\$ (55,592)</u>	<u>\$ 1,223,052</u>

Patient accounts receivable, related to the Organization's federally qualified health care center, consisted of the following at June 30, 2017:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 435,044	\$ (65,825)	\$ 369,219
Medicare	130,855	(12,319)	118,536
Other	<u>592,924</u>	<u>(389,215)</u>	<u>203,709</u>
Total	<u>\$ 1,158,823</u>	<u>\$ (467,359)</u>	<u>\$ 691,464</u>

4. Due From Related Organizations:

Due from related organizations represents amounts due to Harbor Homes, Inc. from related entities whereby common control is shared with the same Board of Directors (See Note 18). These balances exist because certain receipts and disbursements of the related organizations flow through the Harbor Homes, Inc. main operating cash account. The related organizations and their balances at June 30, 2017 are as follows:

Current:	
Greater Nashua Council on Alcoholism	\$ 380,115
Harbor Homes III, Inc.	5,748
Healthy at Home	77,309
HH Ownership, Inc.	2,016
Southern NH HIV/AIDS Task Force	<u>9,052</u>
Subtotal current	474,240
Noncurrent:	
Harbor Homes II, Inc.	134,371
Milford Regional Counseling Services, Inc.	48,494
Welcoming Light, Inc.	<u>162,490</u>
Subtotal noncurrent	<u>345,355</u>
Total	<u>\$ 819,595</u>

Although management believes the above receivables to be collectible, there is significant risk that the noncurrent portion may not be.

As discussed in note 2, the valuation technique used for due from related organizations is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Beginning balance June 30, 2016	\$	499,083
Advances		1,791,201
Reductions		<u>(1,470,689)</u>
Ending balance June 30, 2017	\$	<u>819,595</u>

5. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

Land	\$	2,786,690
Land improvements		12,290
Buildings		19,715,780
Building improvements		6,244,321
Software		515,010
Vehicles		211,878
Furniture and fixtures		159,591
Equipment		400,464
Dental equipment		141,716
Medical equipment		58,022
Construction in progress		<u>304,669</u>
Subtotal		30,550,431
Less: accumulated depreciation		<u>(7,186,298)</u>
Total	\$	<u>23,364,133</u>

Depreciation expense for the year ended June 30, 2017 totaled \$1,046,445.

6. Investments:

The Organization's investments consist of the following at June 30, 2017:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain or (Loss) To Date</u>
Equities	\$ 236,270	\$ 240,758	\$ 4,488
Mutual Funds	<u>90,839</u>	<u>90,839</u>	<u>-</u>
Total	\$ <u>327,109</u>	\$ <u>331,597</u>	\$ <u>4,488</u>

7. Restricted Cash:

Restricted cash consists of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

Security deposits	\$ 56,578
Reserve for replacements	367,077
Residual receipt deposits	<u>4,370</u>
Total	<u>\$ 428,025</u>

Security deposits held will be returned to tenants when they vacate. Reserve for replacement accounts are required by the Department of Housing and Urban Development (HUD) and the City of Nashua and are used for the replacement of property with prior approval. Residual receipt deposits are required by the Department of Housing and Urban Development and are to be used at the discretion of HUD.

8. Beneficial Interest:

The Organization has a beneficial interest in the Harbor Homes, Inc. Fund (the Fund), a component fund of the New Hampshire Charitable Foundation's (the Foundation) Nashua Region. The Organization will receive distributions from the Fund based on a spending allocation, which is a percentage of the assets set by the Foundation and reviewed annually. The current spending percentage is 4.5% of the market value (using a 20-quarter average) of the Fund. At June 30, 2017, the value of the fund was \$161,946.

As discussed in note 2, the valuation technique used for beneficial interest is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Beginning balance June 30, 2016	\$ 143,756
Advances	18,190
Reductions	<u>-</u>
Ending balance June 30, 2017	<u>\$ 161,946</u>

9. Accrued Expenses:

Accrued expenses include the following:

Mortgage interest	\$ 26,804
Payroll and related taxes	491,506
Compensated absences	<u>592,981</u>
Total	<u>\$ 1,111,291</u>

10. Lines of Credit:

At June 30, 2017, the Organization had a \$1,000,000 of credit available from TD Bank, N. A. due October 31, 2017, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2017, the credit line had an outstanding balance of \$620,072 at an interest rate of 5.25%.

In addition, the Organization had a \$500,000 of credit available from TD Bank, N. A. due October 31, 2017, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2017, the credit line had an outstanding balance of \$346,084 at an interest rate of 5.25%

11. Capital Leases:

The Organization is the lessee of certain equipment under a capital lease expiring in November of 2017. Future minimum lease payments under this lease are as follows:

<u>Year</u>	<u>Amount</u>
2018	\$ <u>18,304</u>
Total	\$ <u><u>18,304</u></u>

At June 30, 2017, equipment of \$132,000, net of depreciation of \$24,200, related to this capital lease.

12. Mortgages Payable, Tax Credits:

Mortgages payable, tax credits consist of a mortgage payable to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organi-

zations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2017 is \$79,280.

13. Mortgages Payable:

Mortgages payable as of June 30, 2017 consisted of the following:

A mortgage payable to Enterprise Bank and Trust Company, with monthly interest only payments required at a fixed rate of 4%, maturing on February 28, 2019, secured by real property located at 75-77 Northeastern Boulevard in Nashua, NH.	\$ 3,375,000
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,879, including principal and interest at an adjustable rate of for the initial ten years based on the then prevailing 10/30 Federal Home Loan Bank Amortizing Advance Rate plus 3.00% and resetting in year 11 based on the then prevailing 10/20 Federal Home Loan Bank Amortizing Advance Rate plus 3.00%, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,163,150
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,193, including principal and interest at an adjustable rate of 4.57% for twenty years, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,141,480
A mortgage payable to New Hampshire Community Loan Fund, Inc., with interest only payments required at a fixed rate of 6%, maturing December of 2018, secured by real property located at 75-77 Northeastern Boulevard in Nashua, NH.	1,125,000
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,768, including principal and interest at 7.05%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	1,060,851
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$5,126, including principal and interest at 6.97%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	648,007

(continued)

(continued)

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$5,324, including principal and interest at 4.38%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH. 638,618

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$3,996, including principal and interest at 4.75%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH. 604,365

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,692, including principal and interest at 4.75%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH. 454,374

A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 3.97%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH. 383,467

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,077, including principal and interest at 5.57% for the first five years, then adjusting in June 2015, 2020, 2025, and 2030 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 2.75%, maturing in 2035, secured by real property located at 189 Kinsley Street in Nashua, NH. 282,700

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,425, including principal and interest at 4.75% for five years and adjusting to the then-current Federal Home Loan Bank 5/25 Amortizing CDA Rate plus two and three-quarters percent in year six and every five years thereafter, maturing in 2042, secured by real property located at 45 High Street in Nashua, NH. 249,127

A mortgage payable to Mascoma Savings Bank, fsb., due in monthly installments of \$1,731, including principal and interest at 7.00% maturing in 2036, secured by real property located at 7 Trinity Street in Claremont, NH. 220,206

A mortgage payable to New Hampshire Health and Education Facilities Authority, due in monthly installments of \$3,419, including principal and interest at 1.00% maturing in 2022, secured by a mobile van. 193,493

(continued)

(continued)

A mortgage payable to the Department of Housing and Urban Development, due in monthly installments of \$2,385, including principal and interest at 9.25%, maturing in 2022, secured by real property located at 3 Winter Street in Nashua, NH. 117,182

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,144, including principal and interest at a variable rate (5.61% at June 30, 2012), maturing in 2029, secured by real property located at 24 Mulberry Street in Nashua, NH. 116,954

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$779, including principal and interest at 7.20% for the first five years, then adjusting in April 2012, 2017, 2022, 2027, and 2032 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 225 basis points, maturing in 2037, secured by real property located at 4 New Haven Drive, Unit 202 in Nashua, NH. 93,243

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,993, including principal and interest at 3.89%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH. 47,018

Total 11,914,235
Less amount due within one year (247,589)
Mortgages payable, net of current portion \$ 11,666,646

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2018	\$ 247,589
2019	4,782,513
2020	297,052
2021	312,481
2022	322,022
Thereafter	<u>5,952,578</u>
Total	\$ <u>11,914,235</u>

14. Mortgages Payable, Deferred:

The Organization has deferred mortgages outstanding at June 30, 2017 totaling \$5,217,096. These loans are not required to be repaid unless the Organization is in default with the terms of the loan agreements or if an operating surplus occurs within that program.

Several of these loans are special financing from the New Hampshire Housing Finance Authority (NHHFA) to fund specific projects. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender.

The following is a list of deferred mortgages payable at June 30, 2017:

City of Manchester:	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
High Street fire system	<u>65,000</u>
Total City of Nashua	1,136,000
Federal Home Loan Bank (FHLB):	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	<u>398,747</u>
Total FHLB	1,198,747
NHHFA:	
Factory Street property	1,000,000
Spring Street property*	550,000
Charles Street property	32,349
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>2,582,349</u>
Total Mortgages Payable, Deferred	\$ <u><u>5,217,096</u></u>

* During fiscal year 2017, the Organization was out of compliance with the income eligibility terms of the loan agreement due to a tenant obtaining a higher income wage after entrance to the program. The lender is aware of the noncompliance and it is expected that this temporary noncompliance will be resolved when the specific tenant moves out.

15. Temporarily Restricted Net Assets:

Temporarily restricted net assets are available for the following purposes at June 30, 2017:

<u>Purpose</u>	<u>Amount</u>
Above and beyond	\$ 129
Art supplies	289
Claremont	15,000
Dalianis bricks	735
DAV	726
Dental equipment	10,000
Golf event	1,200
Mobile crisis	105,873
Northeastern Blvd.	107,000
Operation brightside	2,000
PEC	42
People's United grant	8,375
Plymouth capital project	25,000
SCOAP	1,292
Software	42,067
Standdown	2,764
Thanksgiving	356
Veterans Christmas fund	700
Veterans computers	<u>5,630</u>
Total	<u>\$ 329,178</u>

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

16. Patient Service Revenue, Net:

The Organization recognizes patient services revenue associated with services provided to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue, net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2017			2016	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 1,834,675	\$ (363,773)	\$ -	\$ 1,470,902	\$ 1,159,434
Medicare	528,336	(244,296)	-	284,040	246,337
Third-party	1,151,592	(591,136)	-	560,456	428,481
Sliding fee/free care	215,008	-	(196,108)	18,900	57,275
Self-pay	304,314	-	(2,669)	301,645	140,412
Subtotal	\$ 4,033,925	\$ (1,199,205)	\$ (198,777)	2,635,943	2,031,939
Provision for bad debts				(205,782)	(295,664)
Total				\$ 2,430,161	\$ 1,736,275

17. Client Rental Assistance:

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$5.7 million is comprised of leases held in the Organization's name and the responsibility of the Organization, leases in consumers' names, or rents paid as client assistance.

18. Transactions with Related Parties:

The Organization's clients perform janitorial services for Harbor Homes HUD I, II and III, Inc., Welcoming Light, Inc., Milford Regional Counseling Services, Inc., Healthy at Home, Inc., Greater Nashua Council on Alcoholism, and Southern NH HIV/AIDS Task Force, related organizations. These services are billed to the related organizations and reported as revenues in the accompanying financial statements based on actual cost.

The Organization currently has several contracts with Healthy at Home, Inc. to receive various skilled nursing services, CNA services and companion services for its clients. All of the contracts are based on per diem fees, ranging from \$16 per hour for companion services to \$100 per visit for skilled nursing services.

The Organization is a corporate guarantor for Greater Nashua Council on Alcoholism in relation to two mortgages on their Amherst Street property. The guaranties consist of one bond in the amount of \$3,963,900 and a mortgage in the amount of \$200,000.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled \$52,305, \$41,250 and \$51,137, respectively, for fiscal year 2017.

Harbor Homes, Inc. received management fees totaling \$25,536 from its related organizations that have HUD projects.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management believes that the principal prerequisites for preparing combined financial statements are not met, and therefore separate statements have been prepared.

The following are the commonly controlled organizations:

- Harbor Homes II, Inc.
- Harbor Homes III, Inc.
- HH Ownership, Inc.
- Welcoming Light, Inc.
- Milford Regional Counseling Services, Inc.
- Healthy at Home, Inc.
- Greater Nashua Council on Alcoholism
- Southern NH HIV/AIDS Task Force

19. Deferred Compensation Plan:

In fiscal year 2017, the Organization discontinued its 403(b) plan and deferred compensation plan for certain employees and directors. It also implemented a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) 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, 2017 were \$224,179.

20. Concentration of Risk:

The Organization received revenue as follows:

Federal grants	\$	16%
State, local, and other agencies		28%
Department of Housing and Urban Development		14%
Department of Veterans Affairs		10%
Medicaid		7%
All other support and revenue		<u>25%</u>
Total	\$	<u>100%</u>

21. Contingencies:

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

22. Legal Settlement, Net:

In 2011, the State of New Hampshire removed the ability to bill for certain Medicaid services and the Organization filed suit. The Organization settled with the State in 2015 and was awarded \$1,350,000 in fiscal year 2016. The settlement was received net of legal fees.

23. Supplemental Disclosure of Cash Flow Information:

In fiscal year 2017, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Statement of Financial Position to the same such amounts reported in the Statement of Cash Flows.

Cash and Cash Equivalents	\$ 320,236
Restricted Cash	<u>428,025</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	\$ <u>748,261</u>

24. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2017 through November 6, 2017, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

At June 30, 2017, the financial statements reported current liabilities that exceeded current assets. This is attributable to several unusual factors. In June 2017, the Organization determined that a major funder had overpaid a grant in the amount of \$250,000. As a result, a liability was recorded and a repayment agreement over a six-month period was agreed-upon, with the funder reducing its subsequent monthly payments. In addition, the Organization is currently in the beginning stages of several construction projects that will be completed in fiscal years 2018 and 2019. Historically, the Organization has received project funding in advance to cover upfront costs such as architects, engineers, and consultants. Full funding for these projects is anticipated from grants and tax credits. The grants will not be available to the Organization until construction loans and tax credits have been executed.

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 - **6/19** **Asst. Treasurer**
 - (Finance Committee)
 - (Facilities Committee)
 - (Executive Committee)

(2nd term -)

Jack Balcom - (6/18) - (Facilities Committee)

(1st term)

Vijay Bhatt - **6-17**

(1st term)

Vincent Chamberlain - (6/18) - (Executive Committee)

(2nd term)

Dr. Vijay Dav'e - (6/18) - (HCC Oversight Committee)

(1st term)

Laurie Des Rochers - (6-18) - (Facilities Committee)

(2nd term)

Phil Duhaime - **6-17** - (Governance Committee)
 - (Executive Committee)

(1st term)

Jared Freilich - **6-17**

(1st term)

Nathan Goodwin - **6-19** - (Governance Committee)
 - (RDP Committee)

(2nd term)

Joel Jaffe - **6-17** **Secretary**
 - (Executive Committee)

(1st term)

Lynn King - **6-19** **Chair of the Board**
 - (Chair, RDP Committee)

(2nd term)

Ed McDonough - **6/19**

(1st term)

Naomi Moody - **6/19** - (Ade Moody Fund Annual
 Fundraising Campaign)

(2nd term)

Rick Plante - **6/17** - (Chair, Facilities Committee)
 - (RDP Committee)

(1st term)

Phil Richard - **6-17** - (Facilities Committee)
 - (Chair, Governance Committee)

(1st term)

Dan Sallet - **6-17** **Treasurer**
 - (Chair, Finance Committee)

(2nd term)

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)

Trent Smith - (6/18)

t

Vice Chair

- (Chair Executive Committee)
- (Chair, HCC Oversight Committee)
- (RDP Committee)

(1st term)

PETER J. KELLEHER, CCSW, LICSW

[REDACTED]
[REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]
E-mail: p.kelleher@harborhomes.org

PROFESSIONAL EXPERIENCE

- 2006-Present President & CEO, Southern NH HIV Task Force**
- 2002-Present President & CEO, GNCA, Inc. Nashua, NH**
- 1997-Present President & CEO, Healthy At Home, Inc., Nashua, NH**
- 1995-Present President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
- 1995-Present President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present President & CEO, Harbor Homes, Inc., Nashua, NH**
Currently employed as chief executive officer 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

Patricia A. Robitaille, CPA

TEL: [REDACTED]

PROFILE

- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

EDUCATION

1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Objective:

To obtain a full time position as a program manager in a non-profit residential program.

Key Skills:

- Vocational Evaluation/ Goal setting/ Development
- Experience with Community Outreach and Advocacy
- Intake Evaluation, Case Management and Referral
- Experience with ethnically, and economically diverse populations

Recent Experience

February 2008– Present (8 years 5 months)

Nashua Soup Kitchen & Shelters

Employment/Education Advocate Provides services to individuals and families who are homeless or at risk in areas of Vocational Evaluation/Development; Job preparation, development, and retention; Barrier assistance; Case Management. Responsible for program development, budgeting and reporting.

May 2013-May 2014

Harbor Homes Inc.

Clinical Intern Provides mental health counseling services to veterans in a residential transitional housing program. Organized group residential activities created and implemented service model to meet agency criteria for mental health counseling program.

March 2009– February 2012 (3 years)

Keystone Hall

On-call Milieu manager overnight monitoring of clients in a non-medical detox center. Checking vitals, taking UA's logging nightly activities of clients relative to house policies performing security checks and answering phone. Crisis intervention for clients engaged in a substance abuse recovery program.

July 2007–a February 2008 (8 months)

Community Council of Nashua

Employment Specialist Provided vocational supports through supported employment program as a vendor for NH Voc Rehab, community supports through medicare, supported evidence based practice program, managed and developed Work Adjustment Program..

Education

- Rivier University- MA in Mental Health Counseling- 2007-2014
- Regis University- MS in Nonprofit Management-2007- Present. Anticipated graduation date Fall 2014
- Rivier College- BA Sociology Graduated 2004

Current Community Engagement

- Alderman Ward 4 Nashua NH
- Vice Chair, Greater Nashua Continuum of Care.
- President, Positive Street Art
- Founder, Trip leader, Nashua Honduras Outreach Team

References:

Lisa Christie
Nashua Soup Kitchen & Shelters
Executive Director
(603) 889-7770

Sarah Carey
Gateways Community Services
Family Managed Services
(603) 233-0901

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President and CEO	\$193,084	0%	\$0.00
Patricia Robitaille	VP of Finance	\$130,000	0%	\$0.00
Thomas Lopez	Program Manager	\$45,000	50%	\$22,500

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

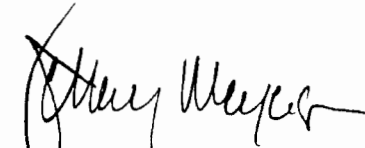
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doiit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

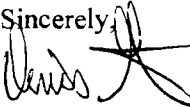
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT



30,6

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and


WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$39,050 from \$78,100 to read: \$117,150.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

Contractor Initials: 
Date: 5/10/17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Margen Ryan
Name: Margen Ryan
Title: Director

Harbor Homes, Inc.

5/10/17
Date

Peter Kellner
Name: Peter Kellner
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 5/10/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

William C. Martin
Signature of Notary Public or Justice of the Peace

William C. Martin, Justice of the Peace
Name and Title of Notary or Justice of the Peace
WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020

My Commission Expires: _____

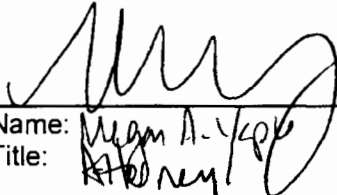


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/30/17


Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$39,050.00
SFY17	not to exceed \$39,050.00
SFY18	not to exceed \$39,050.00
July 1, 2015 – June 30, 2018:	not to exceed \$117,150.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$117,150.00
Total program amount	\$117,150.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

PH
5/10/17



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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

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-in-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BHHS-02
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Stafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc. (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist


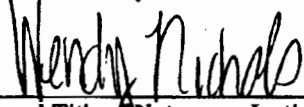

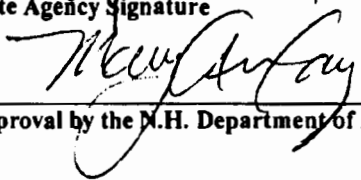
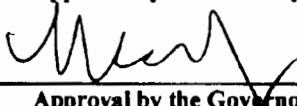
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 45 High Street Nashua NH 03060	
1.5 Contractor Phone Number 603-882-3616 Ext. 1103	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$78,100
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/21/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy Nichols, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Assoc. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: 7/31/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date:

[Signature]
6/29/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

JK
6/24/15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

JK
6/24/15



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$39,050.00
SFY17	not to exceed \$39,050.00

July 1, 2015 – June 30, 2017: not to exceed \$78,100.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$78,100.00
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Total program amount	\$78,100.00
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1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

[Handwritten Signature]
4/24/15



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1. comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.


2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Harbor Homes Inc.

6/24/15
Date


Name: Peter Keller
Title: President & CEO

Contractor Initials PK
Date 6/24/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

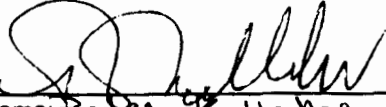
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Harbor Homes Inc.

6/24/15
Date


Name: Peter Kelleher
Title: President & CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

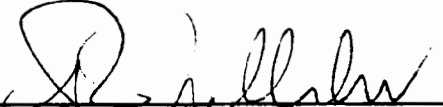
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Harbor Homes Inc.

6/24/15
Date


Name: Peter Keilher
Title: President & CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher
Title: President & CEO

6/24/15
Date

Exhibit G

Contractor Initials PK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Harbor Homes Inc.

Name: Peter Kelleher
Title: President & CEO

6/24/15
Date

Contractor Initials PK
Date 6/24/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

N.H.D.H.S.
The State

Harbor Homes 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

7/17/15
Date

6/24/15
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Harbor Homes Inc.

Name: Peter Keleher
Title: President & CEO

6/24/15
Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 13-1864357
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,879 from \$152,637 to read: \$203,516.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christo Tappan
Name: *Christo Tappan*
Title: *Associate Commissioner*

Headrest Inc.

4/17/18
Date

[Signature]
Name: *CAMERON'S FOND*
Title: *EXECUTIVE DIRECTOR*

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on Jun 17th 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC G. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

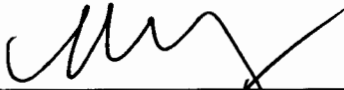


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/9/14


Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,879.00
SFY17	not to exceed \$50,879.00
SFY18	not to exceed \$50,879.00
SFY19	not to exceed \$50,879.00
July 1, 2015 – June 30, 2019: not to exceed \$203,516.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$203,516.00
Total program amount	\$203,516.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services										
Bidder/Program Name: Headrest Inc										
Budget Request for: State Grant-In-Aid Funds										
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 360,449.00	\$ -	\$ 360,449.00	\$ 316,949.00	\$ -	\$ 316,949.00	\$ 43,500.00	\$ -	\$ 43,500.00	
2. Employee Benefits	\$ 64,797.00	\$ -	\$ 64,797.00	\$ 64,797.00	\$ -	\$ 64,797.00	\$ -	\$ -	\$ -	
3. Consultants	\$ 2,574.00	\$ -	\$ 2,574.00	\$ 2,574.00	\$ -	\$ 2,574.00	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ 2,600.00	\$ -	\$ 2,600.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ 1,000.00	\$ -	\$ 1,000.00	
Repair and Maintenance	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 1,386.00	\$ -	\$ 1,386.00	\$ 1,386.00	\$ -	\$ 1,386.00	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	
Lab	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 13,899.00	\$ 13,899.00	\$ -	\$ 10,620.00	\$ 10,620.00	\$ -	\$ 3,279.00	\$ 3,279.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 3,500.00	\$ 5,000.00	\$ 8,500.00	\$ 5,000.00	\$ 3,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	
Postage	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -	
Audit and Legal	\$ 23,847.00	\$ -	\$ 23,847.00	\$ 23,847.00	\$ -	\$ 23,847.00	\$ -	\$ -	\$ -	
Insurance	\$ 11,442.00	\$ -	\$ 11,442.00	\$ 11,442.00	\$ -	\$ 11,442.00	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 4,220.00	\$ -	\$ 4,220.00	\$ 4,220.00	\$ -	\$ 4,220.00	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,100.00	\$ -	\$ 4,100.00	\$ 4,100.00	\$ -	\$ 4,100.00	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,238.00	\$ -	\$ 1,238.00	\$ 238.00	\$ -	\$ 238.00	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Household Supplies (e.g. Cleaning supp. e	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 485,153.00	\$ 24,849.00	\$ 510,002.00	\$ 440,153.00	\$ 19,470.00	\$ 459,623.00	\$ 46,500.00	\$ 3,879.00	\$ 50,879.00	

Indirect As A Percent of Direct

5.1%

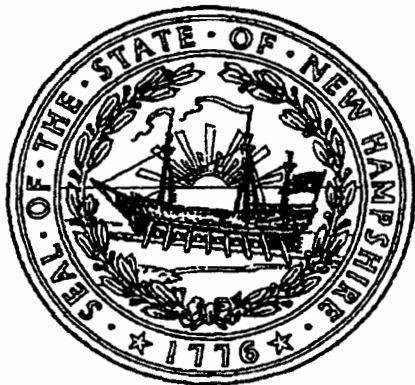
Contractor Initials *CJF*
Date *1/7/18*

**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 HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, J. ANDREW DAUBENSPECK, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of HEADREST, INC
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/17/2018 :
(Date)

RESOLVED: That the EXECUTIVE DIRECTOR
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17th day of JANUARY, 2018.
(Date Amendment Signed)

4. CAMERON FORD is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 17th day of Jan., 2018.

By J. ANDREW DAUBENSPECK
(Name of Elected Officer of the Agency)

Eric C. Harbeck Jr.
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ERIC C. HARBECK JR., Notary Public
State of New Hampshire

Commission Expires: My Commission Expires February 1, 2022



HEADING-01

PSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	CONTACT NAME: PHONE (A/C, No, Ext): (603) 643-4540	FAX (A/C, No): (603) 643-6382
	E-MAIL ADDRESS:	
INSURED Headrest, Inc. 14 Church Street Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Co.	
	INSURER B: Liberty Mutual Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liabil			PHPK1685622	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1685627	07/15/2017	07/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB593557	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-31S336377027	07/15/2017	07/15/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

State of New Hampshire
DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MISSION STATEMENT AND BOARD OF DIRECTORS

"We are dedicated to assisting anyone currently dealing with a substance use disorder, experiencing a crisis, or needing support, by providing effective programs and treatment regardless of ability to pay"

BOARD OFFICERS

President

Laurie Harding

Vice President

Harrison Drinkwater

Secretary

Andy Daubenspeck

Treasurer

James Larrick

Past President

John Creagh

BOARD MEMBERS

Karen Borgstrom

Perry Eaton

John Ferney

David McGaw

Carol Olwert

Nancy Russell

Charlotte Sanborn

John Vasant

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2017 AND 2016

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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic 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 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 basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
December 26, 2017

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

Assets	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 54,696	\$ 48,484
Accounts Receivable	45,624	84,943
Prepaid Expenses	<u>5,456</u>	<u>3,829</u>
Total Current Assets	<u>\$ 105,776</u>	<u>\$ 137,256</u>
Assets Limited as to Use	\$ 26,184	\$ 51,127
PROPERTY AND EQUIPMENT		
Land	\$ 19,010	\$ 19,010
Building Improvements	229,467	229,467
Furniture, Fixtures and Equipment	<u>146,687</u>	<u>159,466</u>
	\$ 395,164	\$ 407,943
Less accumulated depreciation	<u>307,563</u>	<u>312,921</u>
Total Property and Equipment	<u>\$ 87,601</u>	<u>\$ 95,022</u>
OTHER ASSETS, loan origination fee, net of Amortization 2017 and 2016	<u>754</u>	<u>881</u>
TOTAL ASSETS	<u>\$ 220,315</u>	<u>\$ 284,286</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF FINANCIAL POSITION
 (Continued)
 JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 6,483	\$ 2,614
Notes payable and current portion of Long-Term Debt	8,189	9,047
Accrued payroll and related expenses	<u>33,156</u>	<u>22,694</u>
Total Current Liabilities	\$ 47,828	\$ 34,355
LONG-TERM DEBT, net of current portion	<u>55,149</u>	<u>63,162</u>
Total Liabilities	\$ <u>102,977</u>	\$ <u>97,517</u>
NET ASSETS		
Unrestricted net assets	\$ <u>117,338</u>	\$ <u>186,769</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>220,315</u>	\$ <u>284,286</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
REVENUE AND SUPPORT		
State contracts	\$ 283,344	\$ 278,599
Local government grants	100,684	105,232
Private foundations	35,000	25,799
United Way	10,602	21,448
Service fees	191,395	262,714
Contributions	126,707	109,206
Interest and dividend income	<u>84</u>	<u>109</u>
Total Revenue and Support	<u>\$ 747,816</u>	<u>\$ 803,107</u>
EXPENSES		
Program Services:		
Outpatient	\$ 468,991	\$ 454,553
CMRD	<u>192,731</u>	<u>193,539</u>
Total Program Services	<u>\$ 661,722</u>	<u>\$ 648,092</u>
Supporting Services:		
General and Administrative	\$ 138,586	\$ 126,453
Fundraising	<u>16,939</u>	<u>16,456</u>
Total Supporting Service	<u>\$ 155,525</u>	<u>\$ 142,909</u>
Total Expenses	<u>\$ 817,247</u>	<u>\$ 791,001</u>
Increase (Decrease) in Unrestricted Net Assets	(69,431)	12,106
Unrestricted Net Assets, beginning of year	<u>186,769</u>	<u>174,663</u>
Unrestricted Net Assets, end of year	<u>\$ 117,338</u>	<u>\$ 186,769</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF CASH FLOWS
 YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in Net Assets	\$(69,431)	\$ 12,106
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	8,959	9,089
Changes in Operating Assets and Liabilities:		
(Increase) Decrease in assets limited as to use	24,943	81,626
(Increase) Decrease in accounts receivable	39,319	(40,181)
(Increase)Decrease in prepaid expenses	(1,627)	(3,829)
Increase (Decrease) in accrued expenses	<u>14,571</u>	<u>(19,722)</u>
Net Cash Provided by Operating Activities	<u>\$ 16,734</u>	<u>\$ 39,089</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	(1,651)	(13,728)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	<u>(8,871)</u>	<u>(8,698)</u>
Net Increase (Decrease) in Cash	\$ 6,212	\$ 16,663
Cash at Beginning of Year, unrestricted	<u>48,484</u>	<u>31,821</u>
Cash at End of Year, unrestricted	<u>\$ 54,696</u>	<u>\$ 48,484</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for interest	<u>\$ 3,107</u>	<u>\$ 3,170</u>

See Independent Auditors' Report and Notes To Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$117,338 and \$186,769 unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2017 and 2016, respectively.

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2017 and 2016.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2017 and 2016 there were no cash equivalents.

Assets limited as to use

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$26,184 and \$51,127 at June 30, 2017 and 2016. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. 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 or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.
 NOTES TO FINANCIAL STATEMENTS
 YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization’s financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2017.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$50,000 line of credit with a local bank through January 30, 2018, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2017 or 2016.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June <u>2017</u>	June <u>2016</u>
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$982, secured by all assets of the organization.	\$ 63,338	\$ 72,209
Less current maturities	<u>8,189</u>	<u>9,047</u>
Long-term debt, less current maturity	<u>\$ 55,149</u>	<u>\$ 63,162</u>

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2018	\$ 8,189
2019	9,439
2020	9,996
2021	10,586
2022	11,211
Thereafter	<u>13,917</u>
Total	<u>\$ 63,338</u>

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2017 and 2016 were \$23,091 and \$17,856 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2017 and 2016 revenue from the contract was approximately 30% and 27%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through December 26, 2017, the date which the financial statements were available to be issued.

HEADREST, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2017

WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2016

	Program Services			Supporting Services			Combined Total 2017	Combined Total 2016
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising	Total Support Services		
Personnel	\$360,971	\$118,487	\$479,458	\$41,801	\$13,446	55,247	\$534,705	\$490,647
Fringe benefits	32,196	10,569	42,765	3,728	1,200	4,928	47,693	71,828
Payroll taxes	27,293	8,959	36,252	3,161	1,015	4,176	40,428	39,320
Billing Services	-	-	-	30,855	-	30,855	30,855	13,310
Professional fees	-	-	-	25,850	-	25,850	25,850	23,685
Insurance	16,491	5,414	21,905	1,909	613	2,522	24,427	24,315
Occupancy	6,358	10,665	17,023	3,487	-	3,487	20,510	21,858
Consultants	8,899	2,748	11,647	6,565	-	6,565	18,212	-
Repairs and maintenance	5,551	9,312	14,863	3,043	-	3,043	17,906	21,270
Food	-	13,286	13,286	-	-	-	13,286	13,464
Depreciation	2,778	4,658	7,436	1,523	-	1,523	8,959	9,089
Supplies	3,003	2,235	5,238	3,679	-	3,679	8,917	22,838
Communications	919	2,235	3,154	2,113	-	2,113	5,267	10,156
Travel	2,703	203	2,906	1,866	-	1,866	4,772	9,508
Marketing	-	-	-	3,839	-	3,839	3,839	6,195
Interest	951	1,631	2,582	524	-	524	3,106	3,170
Professional development	878	217	1,095	1,530	-	1,530	2,625	2,188
Laundry	-	2,112	2,112	-	-	-	2,112	2,111
Membership dues and fees	-	-	-	2,003	-	2,003	2,003	2,738
Printing and reproduction	-	-	-	1,110	665	1,775	1,775	1,698
Miscellaneous	-	-	-	-	-	-	-	1,613
	<u>\$468,991</u>	<u>\$192,731</u>	<u>\$661,722</u>	<u>\$138,586</u>	<u>\$16,939</u>	<u>\$155,525</u>	<u>\$817,247</u>	<u>\$791,001</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST BOARD OF DIRECTORS 2017-2018

Laurie Harding, President

Harrison Drinkwater, Vice President

James Larrick, Treasurer

Andrew Daubenspeck, Secretary

Karen Borgstrom

John Creagh, Immediate Past President

Perry Eaton

John C. Ferney)

Paul Guidone

David McGaw

Carol Olwert

Charlotte Sanborn

John Vasant

Cameron Ford

EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

April 2017- Present

Executive Director, Headrest Inc.

Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.

August 2015 to Present-

Founder, CEO Iron Heart Gateways to Success

Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

February 2014 to June 2015-

Executive Director, Granite Pathways

Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*

- Increased membership at the clubhouse by 40%
- Increased number of employed members by 60%
- Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)

February 2004 to March 2013-

Executive Director, MY TURN Inc.

The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-

Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-

Work Opportunities Unlimited Inc. Concord N.H Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

References- Available upon request

M. KATHLEEN RUSSO BS, LADC, LCS

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Substance Abuse Counseling

Clinical Director, HEADREST: Lebanon, NH; Supervision of Low-Intensity Residential Treatment program, Supervision of Outpatient services, Development of new licensed counselors, expanding Substance Abuse Services in the Upper Valley, August 2016 to present.

Independent Contractor: September 2006 to present

- **Outpatient Therapist:** RTT Associates, Concord, NH, Facilitating forensics group, working with Federal and State probation/parole clients, case management, conducting evaluations and outpatient substance abuse counseling. Part-time. January 07 to February 2011.
- **New Hampshire Technical Institute;** Adjunct Instructor, taught Group Counseling and Psychopharmacology, Spring 2007
- **Clinical Supervisor:** Keystone Hall Nashua, NH, 8-10 hours per week providing clinical supervision to counselors working toward licensure. Working in the crisis intervention/ sobriety maintenance program. Member of treatment team and liaison with administration. Monitored for compliance with state regulations. June 2006 – March 2007
- **Private Practice:** Nashua location for five years, part-time. Working with referrals from attorney's offices, DWI counseling and aftercare, Department of Transportation evaluations, consultation with families to assist with interventions as well as group counseling. Tilton private practice since July 2006, with similar clientele. Managing business budget for five years. Closed Nashua office in March 2008. Currently in Private Practice in Tilton, NH.

Director of Rehabilitation Services, Harmony First, Bedford, NH, **October 2000 to September 2006**
Developed and implemented a successful Intensive Outpatient treatment program for Harmony First, Bedford, NH. Provided IOP services, group and individual therapy. Assessed patients for placement in Outpatient Detoxification services with medical staff at this location. Provided treatment planning and case management to all patients. Facilitated Family Education Groups to compliment this program. Provided utilization reviews with insurance companies, sharing clinical information for reimbursement. Responsible for fielding crisis intervention calls for placement into detoxification and treatment services. Provided families and loved ones with intervention services and referrals.

Outpatient Therapist, Birchwood Counseling, Nashua, NH **October 1998 to October 2001**
Conducted group therapy, individual therapy and evaluations. Worked with Community Alcohol Information program clients and other referral agencies to assist with DWI aftercare requirements, provided substance abuse services for referrals from Department of Child and Family Services.

Clinical Supervisor: Roxie Avenue Rehabilitation Center and Treatment Alternatives to Street Crimes, Cumberland County Mental Health Center, and Fayetteville, NC – **1996-1997**
Provided clinical supervision for in-patient detoxification crisis stabilization center, provided clinical supervision to Criminal Justice Intensive Out patient Treatment Program, Treatment Alternatives to Street Crimes, Cumberland County Mental Health, Facilitated Dual Diagnosis outpatient treatment groups, provided consultation services to Intensive Probation and Parole, State of North Carolina. Provided Consultation services to Day Reporting Center, Cumberland County, NC. Lead Clinical Substance Abuse Counselor for high- risk treatment cases, provided In-service training and staff development training.

Chemical Dependency Counselor, Locked and Open Acute Psychiatric Units; Cape Fear Valley Medical Center, Fayetteville, NC October 1992- March 1996

Coordinated and provided Education and Consultation services for open and locked inpatient psychiatric units. Provided Consultation services in a County Medical Center to medical/surgical, labor/delivery, orthopedics and GYN patients for the hospital physicians. Provided Education and Consultation services to Adolescents in a Sexually Troubled Youth Program, provided Substance abuse counseling and case management services for a Residential Treatment Program inpatient psychiatric/acute care program. Responsible for case management and discharge planning of all patients in all hospital programs.

Employee Assistance Program Counselor: Cape Fear Valley Medical Center, Fayetteville, NC
Responsible for identification and assessment of performance based personnel problems and chemical dependency issues as an Employee Assistance Program Counselor.

Clinical Supervisor: Cape Fear Valley Treatment Center, Fayetteville, NC
Developed and implemented Quality Assurance Improvement program for an Intensive Outpatient Treatment program. Supervised an outpatient treatment staff of five providing direct patient care.

Coordinator: Pain Management, Inpatient Services, Cape Fear Valley Medical Center
Coordinator of services for an Inpatient Pain Management Treatment Program
Facilitated multi-family, couples and women's groups, provided individual therapy
Facilitated Aftercare and Relapse Prevention groups.

Chemical Dependency Counselor: Tripler Army Medical Center, Department of Psychiatry, Schofield Barracks, HI 1988-1992

Provided social work, psychological treatment and consultation services to Alcohol and Drug dependent; military, civilian personnel and family members in rehabilitation. Conducted individual and group therapy.
Provided case management services for military personnel and their family members while in treatment
Member of treatment planning team for inpatient and outpatient, U.S Army Drug and Alcohol program
Coordinated development and conducted psycho/social assessments in clinical setting

Caseworker Supervisor: American Red Cross, Service to Armed Forces and Veterans; Ft. Sill, OK 1986-1988
Supervised and trained caseworkers for Services to the Armed Forces, American Red Cross. Provided notification services to service members of family emergencies and provided financial assistance with Red Cross guidelines.
Member of the Board of Directors for the American Red Cross. Recipient of the Clara Barton award for Volunteerism.

Program Development and Management

- ❖ Developed and Managed, Intensive Outpatient Treatment Program, Harmony First, 2000 to 2006
- ❖ Developed Family Education Program to adjunct the Intensive Outpatient Program 2000 to 2006
- ❖ Developed group therapy program for DWI offenders in a private practice setting, 1998-2001
- ❖ Developed, designed and implemented Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Day Reporting Center, Cumberland County Mental Health, Fayetteville, NC 1996-1997
- ❖ Developed and implemented Chemical Dependency Education for In-patient Adolescent Services, Cumberland Hospital, Fayetteville, NC -1994-1996
- ❖ Developed and implemented screening tools for acute In-patient psychiatric nursing for alcohol and drug dependent patients
- ❖ Designed and implemented Relapse Prevention Program for Inpatient Pain Management Program, Cape Fear Valley Medical Center, Fayetteville, NC- 1992-1996
- ❖ Designed and Implemented Alcohol and Drug Treatment Program for U.S. Army's Regional Confinement Facility: Ft. Sill, OK - February 1992- June 1992
- ❖ Designed and Implemented Intensive Outpatient Treatment Program for the U.S. Army's Alcohol and Drug Abuse Prevention and Control Program, Schofield Barracks, HI 1989-1992
- ❖ Designed Alcohol and Drug Prevention Program for the American Red Cross: Ft Sill, OK 1986-1988

Education

- ❖ B.S., Social Science Education: Plymouth State College, 1983
- ❖ 2-week Visiting Professional Course; Tripler Army Medical Center, TRI-SARF; Honolulu, HI
- ❖ U.S. Army Alcohol and Drug Rehabilitation Training, Ft Sam Houston, TX: Individual course 14-days; Group Course, 14 -days; Advance Counseling Course, 7 days
- ❖ 1 year Internship program, U.S. Army, Schofield Barracks, HI 1989

Certification

- ❖ New Hampshire, LADC #0445
- ❖ New Hampshire LCS #045
- ❖ Certified US. Department of Transportation Substance Abuse Professional, Current
- ❖ US Army, Health Services Command, 1989
- ❖ Hawaii, Certified Substance Abuse Counselor; #551 - 1990
- ❖ North Carolina Certified Substance Abuse Counselor #1096 - 1998

Professional Associations

NAADAC 1986- present
NHADACA Secretary 2002-2004
NH Providers Association – Current
NHADACA- Current
Board member of the NH Board of Licensing of Alcohol and other Drug Abuse Professional April 2016- Current
Co-Chair of Integrated SUD /1115 Wavier-current

Jim Doherty



Professional Summary

Carpentry and construction has been very good to me, but more and more I am drawn to the field of addiction recovery. Established reputation for being reliable and responsible. A person in recovery from alcohol and cocaine dependence since 1/1/1987. Passion for all things recovery.

Certifications

Recovery Coach November 2015 and January 2017

Ethics March 2016

Related Experience

1990-91 Spofford Hall- Night Counselor ...One of two over night staff responsible for security and bed checks. Limited patient interaction.

1991-92 Seminole Point Night Counselor...Solo overnight staff responsible for security, bed checks, answering phones. Limited patient interaction.

2010-16 Owned and operated a sober house in Unity, NH ...Transportation to meetings, jobs, doctors, etc. for up to six men. Had one in house open Big Book meeting on Monday nights. Much one on one time.

Recovery Related Public Speaking

Homeless Vigil December 21 2015 Gazebo on the Green Newport NH

"Killer High" event panel- March 2016- Claremont NH Opera House

Lara Kristen Quillia

76 Colonial Drive Unit 11
White River Junction, VT 05001
(802) 299-6205 • lquillia@gmail.com

Education

Hartford High School (HHS), Hartford, Vermont

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH)

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI)

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals. Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH

8/2016 – Present

Residential Case Manager – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in interpersonal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table – Hanover, NH

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request

OBJECTIVE

To work for an organization that will utilize my education and experiences

EDUCATION

Springfield College, Manchester, NH • May 2015

- Bachelor of Human Service – *Summa Cum Laude*
- Major: Human Service/Concentration: Addiction Studies
- GPA: 3.944

Honors/Awards

- Dean's List/Academic Achievement Award/Kathy Anderson Scholarship
- Springfield College Scholarship Award/*Pi Gamma Mu*

Relevant Courses

- Interviewing Techniques, Addiction Counseling, Crisis Intervention
- Coping with Disease and Death, Group Techniques & Analysis
- Dynamics of Case Management, Substance Use & Abuse, Prevention to Treatment
- Family Counseling and Understanding Diverse Cultures, Intro Psychopathology

WORKING/COUNSELING EXPERIENCE

Residential Counselor – December 2015-Present

Headrest, Inc. – 14 Church Street, Lebanon, NH 03766

Family Worker/Advocate • August 2014 – November 2015

Tri County Cap Head Start – 610 Sullivan Street, Berlin, NH 03570

- Community/Committee organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Travel to business sites and to home visits, building trusting relationships
- Maintain confidential client files and records both electronic and paper form
- Motivational interviewing
- High level of professional and ethical standards
- Working with a multi-disciplinary team approach

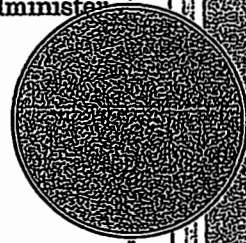
Support Worker • March 2013 – August 2014

Keystone Hall/Cynthia Day Family Center – 615 Amhurst St, Nashua, NH 03063

- Maintained in house services to include groups, medications, transportation, shift notes
- Conduct a safe and healthy environment with high priority, room checks, and administer substance use testing
- High level of independent functioning and flexibility
- Strong professional customer service skills and personable support
- Provided substance abuse therapeutic treatment in a caring environment
- Working knowledge of the 12 steps AA, NA, and Nar-anon
- Facilitated therapeutic groups

Recovery Coach • March 2012 – Jan 2013

Friends of Recovery – 25 Lowell Street, Manchester NH 03101



- Administrative Intake/assessments
- Motivational interviewing
- Strength based movement through the stages of change
- Individual evidence based practices in treatment
- Maintained records and referrals

PROFESSIONAL/VOLUNTEER EXPERIENCE

- Mentor/Good Bridges/Goodwill
- Volunteer Transporter/Transport Central
- Treasurer/Board of NHTIAD/NHADACA
- Treasurer/Board of Transport Central
- Volunteer/Restorative Justice
- Plymouth Planning Board/Town of Plymouth
- Volunteer/Speare Memorial Hospital

PROFESSIONAL ORGANIZATIONS/CERTIFICATIONS

- Certified Recovery Support Worker/CRSW/State of New Hampshire
- Certified Recovery Coach and Trainer of Trainers
- Prime for Life Instructor/Certified
- Citizen Involvement/NHDOC
- Impaired Driver Education Instructor/exp. 8/14/2018
- Escort/Sober Escorts
- 306 CEU Trainings

SKILLS

- Microsoft Word
- Excel
- PowerPoint
- Office Experience
- Various computer programs utilized for data entry (WITS)
- Developing reports
- Networking and communication

INTERESTS

- Outdoor activities
- Snow shoeing
- Hiking
- Camping and spending time on the river
- Landscaping and gardening with vegetables and flowers
- Developing my artistic abilities through interior decorating, Fashion, photography and painting

Headcrest, LLC.
CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cameron Ford	Executive Director	\$65,000	20%	\$13,000
Mathleen Russo	Clinical Director	\$70,000	20%	\$14,000
Lara Quillia	Residential Coordinator	\$38,480	20%	\$7,696
Chandra Bishop	Case Manager	\$35,370	20%	\$7,075
James Doherty	Case Manager	\$29,848	20%	\$5,969



Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

30 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

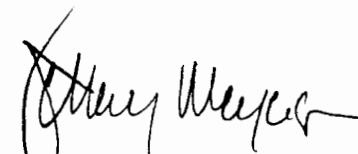
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

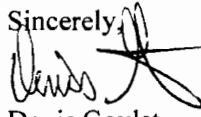
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT



30.7

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,879 from \$101,758 to read: \$152,637.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Maurice Ryan
Name: Maurice Ryan
Title: Director

Headrest Inc.

5/16/17
Date

[Signature]
Name:
Title: EXECUTIVE DIRECTOR

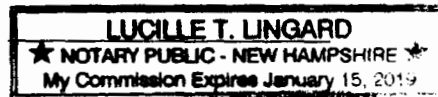
Acknowledgement of Contractor's signature:

I, the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Lucille T. Lingard
Signature of Notary Public or Justice of the Peace

Lucille T. Lingard, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires:





New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/20/17
Date

[Signature]
Name: MEAN A. YORGE
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,879.00
SFY17	not to exceed \$50,879.00
SFY18	not to exceed \$50,879.00
July 1, 2015 – June 30, 2018:	not to exceed \$152,637.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$152,637.00
Total program amount	\$152,637.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



4V 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

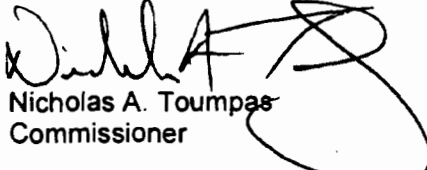
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-in-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BHHS-02
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

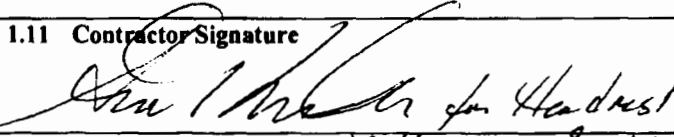
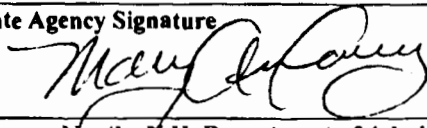
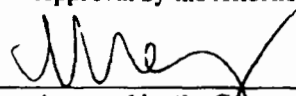
Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Headrest Inc.		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872 Ext. 110	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$101,758
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SUZANNE L. THISTLE MA, MCAAC Executive Director	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Suffolk</u> On <u>6/29/15</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. <u>Priscilla Ann Baravalle</u>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		PRISCILLA ANN BARAVALLE, Notary Public My Commission Expires June 4, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARYANN COONEY Associate Commission	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Vignone, Attorney On: <u>8/4/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

ST
6/28/15

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



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

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Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

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Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

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Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$50,879.00
SFY17 not to exceed \$50,879.00

July 1, 2015 – June 30, 2017: not to exceed \$101,758.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services \$101,758.00

Total program amount \$101,758.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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6/28/15



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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6/28/15

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

6/28/15
Date

Contractor Name:

Name: Suzanne E. Tardif
Title: Executive Director

Contractor Initials ST
Date 6/28/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):


- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6/28/15
Date

Contractor Name

Name: Suzanne L. Thistle
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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6/28/15



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

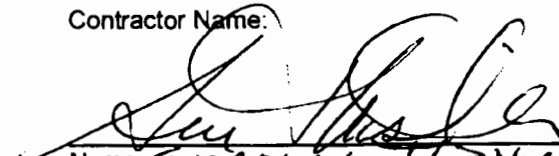
PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6/28/15
Date

Contractor Name:

Name: SUZANNE L. J. SHEEHAN
Title: Executive Director

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6/28/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/28/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

6/28/15
Date

Contractor Name:



Name: Suzanne L. Thistle
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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6/28/15
Date



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.

6/28/15
Date

Contractor Name:


Name: Suzanne L. Turiste
Title: Executive Director

Contractor Initials ST
Date 6/28/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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4/28/15



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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6/28/15



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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6/28/15



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

ST
6/28/15



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>NH D H H S</u>	<u>Headrest, Inc</u>
The State	Name of the Contractor
<u>Mary Ann Crowley</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>MARY ANN CROWLEY</u>	<u>Suzanne L. Thistle</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>7/17/15</u>	<u>6/28/15</u>
Date	Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

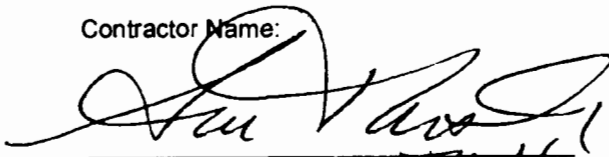
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

6/28/15
Date

Contractor Name:


Name: Suzanne L. Thistle
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

ST
6/28/15



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the
State Grant-In-Aid (SGIA) Funds Program**

This 4th Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 4") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Helping Hands Outreach Ministries, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 50 Lowell Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on September 21, 2016 (Item#21A), June 21, 2017 (Item#30), and July 19, 2017 (Item#7A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$60,000 from \$318,542 to read: \$378,542.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330
5. Delete Exhibit B-Amendment #2 in its entirety and replace with Exhibit B - Amendment #4.
6. Add Exhibit B-1, Budget sheet.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: Christie Tappan
Title: Associate Commissioner

Helping Hands Outreach Ministries, Inc.

1/22/2018
Date

Lawrence Nice
Name: Lawrence NICE
Title: Executive Director

Acknowledgement of Contractor's signature: (Lawrence Nice, only)

State of New Hampshire County of Hillsborough on Jan 22 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Diane M Paradis
Signature of ~~Notary Public~~ or Justice of the Peace

Diane M Paradis, Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: DIANE M. PARADIS, Justice of the Peace
State of New Hampshire
My Commission Expires December 6, 2022

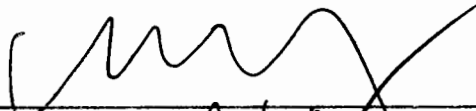
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/14
Date


Name: Megan A. Leppa
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #4

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$60,000.00
SFY17	not to exceed \$60,000.00
SFY18	not to exceed \$60,000.00
SFY19	not to exceed \$60,000.00
Safe Stations Program (SFY17 only)	not to exceed \$138,542.00
July 1, 2015 – June 30, 2019:	not to exceed \$378,542.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$240,000.00
Safe Stations Program	\$138,542.00
Total program amount	\$378,542.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and



Exhibit B – Amendment #4

guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #2, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Helping Hands Outreach Ministries, Inc.

Budget Request for: State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 65,490.00	\$ -	\$ 65,490.00	\$ 32,745.00	\$ -	\$ 32,745.00	\$ 32,745.00	\$ -	\$ 32,745.00
2. Employee Benefits	\$ 750.00	\$ -	\$ 750.00	\$ 375.00	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ 375.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ 125.00	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ 125.00
Lab - Urine Testing	\$ 4,100.00	\$ -	\$ 4,100.00	\$ 2,050.00	\$ -	\$ 2,050.00	\$ 2,050.00	\$ -	\$ 2,050.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
6. Travel (picking up food)	\$ 1,620.00	\$ -	\$ 1,620.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00
7. Occupancy	\$ 16,200.00	\$ -	\$ 16,200.00	\$ 8,100.00	\$ -	\$ 8,100.00	\$ 8,100.00	\$ -	\$ 8,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00
Postage	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ 125.00	\$ 125.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,330.00	\$ 1,330.00	\$ -	\$ 665.00	\$ 665.00	\$ -	\$ 665.00	\$ 665.00
Insurance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
Board Expenses	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
9. Software	\$ -	\$ 170.00	\$ 170.00	\$ -	\$ 85.00	\$ 85.00	\$ -	\$ 85.00	\$ 85.00
10. Marketing/Communications	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
11. Staff Education and Training	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ 120.00	\$ 120.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities (heat, electricity, hot water, water)	\$ 25,300.00	\$ 1,300.00	\$ 26,600.00	\$ 12,650.00	\$ 650.00	\$ 13,300.00	\$ 12,650.00	\$ 650.00	\$ 13,300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 114,210.00	\$ 5,790.00	\$ 120,000.00	\$ 57,105.00	\$ 2,895.00	\$ 60,000.00	\$ 57,105.00	\$ 2,895.00	\$ 60,000.00

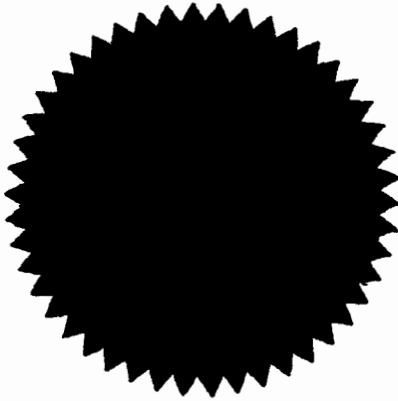
Indirect As A Percent of Direct

5.1%

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Helping Hands Outreach Ministries, Inc. is a New Hampshire nonprofit corporation formed January 11, 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 7th day of September A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Charles Therrien, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Helping Hands Outreach Ministries, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/18/2018:
(Date)

RESOLVED: That the Executive Director Lawrence Nice
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of January, 2018.
(Date Amendment Signed)

4. Lawrence Nice is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Charles E Therrien
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of January, 2018.

By Charles Therrien
(Name of Elected Officer of the Agency)

Diane Paradis
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DIANE M. PARADIS, Justice of the Peace
State of New Hampshire
My Commission Expires December 6, 2022

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Michael Caruso PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: mcaruso@crossagency.com															
INSURED Helping Hands Outreach Ministries Inc 50 Lowell St Manchester NH 03101-1635		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Harleysville Preferred Ins Co</td> <td>35696</td> </tr> <tr> <td>INSURER B: Harleysville Ins Co.</td> <td>23582</td> </tr> <tr> <td>INSURER C: Harleysville Worcester Ins Co</td> <td>26182</td> </tr> <tr> <td>INSURER D: NorGuard Ins Co</td> <td>31470</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Harleysville Preferred Ins Co	35696	INSURER B: Harleysville Ins Co.	23582	INSURER C: Harleysville Worcester Ins Co	26182	INSURER D: NorGuard Ins Co	31470	INSURER E:		INSURER F:	
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INSURER D: NorGuard Ins Co	31470																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 18-19 w/WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MPA00000099914Y	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS		BA 00000099916Y	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB		CMB00000099915Y	1/1/2018	1/1/2019	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0					PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	HEWC946616	4/17/2018	4/17/2019	Liability Schedule Modification \$
						E.L. EACH ACCIDENT \$ 500,000
PER STATUTE OTH-ER E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER Jennifer.hackett@dhhs.nh.g State of New Hampshire Dept. of Health & Human Services (NH DHHS) 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Caruso/MC7 <i>Michael Caruso</i>
--	--

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Home

Mission Statement: *Helping Hands Outreach Center, a faith-based community service agency, exists to provide a safe, sober living environment for men in recovery from substance abuse and addiction and help them to discover and employ the tools necessary to live responsible and productive lives*

HELPING HANDS OUTREACH MINISTRIES, INC.

FINANCIAL REPORT

YEAR ENDED JUNE 30, 2017

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JOHN RILEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANT

P.O. Box 234

CENTER BARNSTEAD, NEW HAMPSHIRE 03225-02324

Cell 603-731-9854 jriley_wp@tds.net

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Helping Hands Outreach Ministries, Inc.
Manchester, New Hampshire

We have audited the accompanying statement of financial position of Helping Hands Outreach Ministries, Inc. as of June 30, 2017, and the related statements of activities and cash flows for the year then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

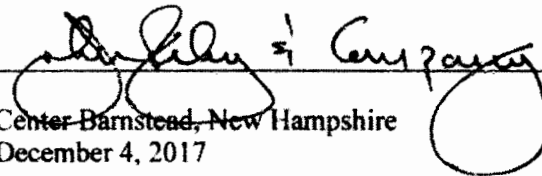
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes 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 risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Helping Hands Outreach Ministries, Inc. as of June 30, 2017, and the results of its operations, 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.


Center Barnstead, New Hampshire
December 4, 2017

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017

ASSETS

CURRENT ASSETS

Cash and equivalents	\$ 1,252
Accounts and grants receivable	-
	<u>1,252</u>

PROPERTY AND EQUIPMENT, at cost

Land and buildings	892,912
Building improvements	76,842
Furniture and equipment	70,393
	<u>1,040,147</u>
Less accumulated depreciation	<u>(283,942)</u>
	<u>756,205</u>

\$ 757,457

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Note payable, bank	\$ 35,572
Current maturities of long-term debt	39,061
Accounts payable and accrued expenses	35,017
	<u>109,650</u>

OTHER LIABILITY, long-term debt less current maturities

549,003

NET ASSETS

Unrestricted net assets	98,804
Temporarily restricted net assets	-
	<u>98,804</u>

\$ 757,457

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF ACTIVITIES
Year Ended June 30, 2017

UNRESTRICTED NET ASSETS

Revenue and Support:	
Support - public agencies	\$ 40,862
Support - individuals, corporations and churches	6,346
Rents	13,600
Program service revenues	139,963
Interest income	1
	<u>200,772</u>
Net assets released from restrictions	263,498
	<u>464,270</u>
Functional expenses:	
Program services	407,011
Management and general	8,304
Fundraising	-
	<u>415,315</u>
Increase in unrestricted net assets	<u>48,955</u>
TEMPORARILY RESTRICTED NET ASSETS	
Support - public agencies	233,498
Support - corporations	30,000
Net assets released from restrictions	
Satisfaction of donor-imposed restrictions	<u>(263,498)</u>
Increase in temporarily restricted net assets	<u>-</u>
Operating (loss)	48,955
NET ASSETS, beginning of year	<u>49,849</u>
NET ASSETS, end of year	<u>\$ 98,804</u>

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2017

	Program Services	Management & General	Fundraising	Total
Automobile expense	\$ 2,027	\$ -	\$ -	\$ 2,027
Salaries and wages	198,300	-	-	198,300
Payroll taxes	15,449	-	-	15,449
Depreciation and amortization	21,958	-	-	21,958
Employee benefit - health insurance	7,834	-	-	7,834
Insurance - worker compensation	6,575	-	-	6,575
Insurance - Directors	793	-	-	793
Occupancy:				
Insurance - building	11,421	-	-	11,421
Repairs and maintenance	14,514	-	-	14,514
Utilities	69,101	-	-	69,101
Equipment rental	843	-	-	843
Office supplies and expense	-	4,366	-	4,366
Bank service charges	1,135	-	-	1,135
State & local fees	2,380	-	-	2,380
Advertising	1,050	-	-	1,050
Professional dues	120	-	-	120
Professional fees	-	3,938	-	3,938
Shelter supplies	9,138	-	-	9,138
Gendron House supplies	12,655	-	-	12,655
Interest expense	19,186	-	-	19,186
Telephone & internet	1,726	-	-	1,726
Benevolence	202	-	-	202
Staff development	501	-	-	501
Other direct program expenses	10,103	-	-	10,103
	<u>\$ 407,011</u>	<u>\$ 8,304</u>	<u>\$ -</u>	<u>\$ 415,315</u>

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF CASH FLOWS
Year Ended June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 48,955
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:	
Depreciation	21,958
(Decrease) in accounts payable and accrued expenses	<u>(11,416)</u>
Net cash provided by operating activities	<u>59,497</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Payments for equipment additions	<u>(16,389)</u>
Net cash (used in) investing activities	<u>(16,389)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES	
Repayment of note payable	(4,292)
Repayments of long-term debt	<u>(38,847)</u>
Net cash (used in) financing activities	<u>(43,139)</u>
 Net (decrease) in cash and cash equivalents	(31)
 Cash and cash equivalents, beginning of year	<u>1,283</u>
 Cash and cash equivalents, end of year	<u>\$ 1,252</u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash payments for:	
Interest	\$ <u>19,186</u>

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization:

Helping Hands Outreach Ministries, Inc. (the Ministry) is a New Hampshire nonprofit corporation organized to provide services to the needy such as transitional housing, food, clothing and other services so as to provide relief from poverty and distress in the community. The Ministry is supported primarily through donor contributions and grants.

Significant Accounting Policies

Basis of accounting:

The financial records of the Ministry are maintained on the accrual basis of accounting.

Financial Statement Presentation:

The Ministry adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification as expressed in FASC ASC 958-205. Under ASC 958-205, the Ministry is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. As of June 30, 2017, the Ministry had no permanently restricted net assets.

The Ministry accounts for contributions received in accordance with FASB ASC 958-605. In accordance with ASC 958-605, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

Cash and Cash Equivalents:

For purpose of the statement of cash flows, the Ministry considers cash and cash equivalents to include only cash on hand, cash in checking accounts, and certain savings accounts, certificates of deposit and money market accounts if readily available for current operations.

Promises to Gives:

Contributions are recognized when the donor makes a promise to give to the Ministry, that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets if restrictions expire within the fiscal year in which the contribution is recognized. All other donor-restricted contributions are reported as temporarily or permanently restricted net assets depending upon the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted net assets.

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS (Continued)
June 30, 2017

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Tax Status:

The Ministry is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, any income from activities not directly related to the Ministry's tax-exempt purpose is subjected to taxation as unrelated business income. In addition, the Ministry qualifies for the charitable contribution deduction under Section 170(b)(1)(A) of the Code, and has been classified as an organization that is not a private foundation under Section 509(a).

Property and Equipment:

Property and equipment are recorded at cost if purchased or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets of 5 to 39 years.

The Ministry's policy is to capitalize property and equipment acquisitions and improvements that either increase the value of an asset or increase the estimated useful life of an asset.

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.

Donated Materials, Facilities and Services:

Donated materials and facilities are recorded as contributions and as property and equipment or expense in the period received at fair value. SFAS 116 requires unconditional promises to give materials and facilities to be recorded as contributions even though the Ministry may not receive the assets or benefits until a future period.

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Shelter Furnishings:

Furnishings for the shelter operated by the Ministry consist primarily of donated furniture and fixtures. No amounts for donated shelter furnishings have been reflected on the statement of financial position, as the Ministry does not deem such amounts to be materially sufficient to warrant capitalization. Purchased shelter furnishings are generally expensed in the year of purchase.

Functional Expenses:

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Accounts Receivable:

Accounts receivable do not include an allowance for doubtful accounts since the Ministry believes all amounts to be collectible.

NOTE 2. IN-KIND DONATIONS

A substantial number of volunteers have donated significant amounts of time to the Ministry's programs and support services. However, no amounts have been reflected in the statement of activities for contributed services as no objective basis is available to measure the value of such services. Contributed services include services in such areas as counseling, distribution of food, clothing and household goods, computer programming and maintenance, management, accounting and finance, legal and professional, fundraising and administrative support.

In accordance with generally accepted accounting principles, no amounts are reflected in the statements of operations for donated goods that are received by the Ministry and redistributed to the ultimate beneficiaries. Donated services of \$612 have been reflected in the financial statements, relating to professional fees valued at \$3,112 for which the Ministry was billed \$2,500.

NOTE 3. RESTRICTIONS ON NET ASSETS

As of June 30, 2017, there were no temporarily restricted net assets.

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 4. NOTE PAYABLE AND LONG-TERM DEBT

Details of the Ministry's note payable and long-term debt are as follows:

Current note payable:

Demand note payable, bank, with interest at 6.8%, collateralized by real estate	<u>\$ 35,572</u>
--	------------------

Long-term debt:

Note payable, bank, with interest at 7.5%, due in monthly Installments of \$1,194 through June 2029, collateralized by real estate	\$ 105,765
--	------------

Note payable, bank, with interest at 6.7%, due in monthly installments of \$3,042 through September 2027, collat- eralized by real estate, interest only through September 30, 2014	269,971
--	---------

Note payable, other financing entity, with interest at 0%, due in annual installments of \$14,985 through October 2027	<u>212,328</u>
--	----------------

Less: current maturities	588,064
Long-term debt	<u>(39,061)</u>
	<u>\$ 549,003</u>

The Ministry has a line of credit arrangement with TD Banknorth (Manchester, NH) in the amount of \$50,000. At June 30, 2017, borrowings against this line amounted to \$35,572. At June 30, 2017, the Ministry was substantially in compliance with the terms and conditions with its debt covenants with respect to the line of credit.

The Ministry was in technical default on certain long-term borrowings. As of June 30, 2017, the lending institutions have agreed to waive the areas of non-compliance.

Future maturities of long-term debt are as follows:

Year ending June 30:

2018	\$ 39,061
2019	40,775
2020	42,612
2021	44,581
2022	46,641
Thereafter	<u>374,394</u>
	<u>\$ 588,064</u>

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS (Continued)
June 30, 2017

NOTE 5. ECONOMIC DEPENDENCY

The Ministry receives a substantial portion of its support from federal and state government entities. A significant reduction in the level of this support, if it were to occur, might have an effect on the Ministry's ability to deliver its programs and conduct its activities.

NOTE 6. CONTINGENCIES

The facility from which the Ministry operates is not in technical compliance with the Federal Code Requirements of the Americans with Disabilities Act (ADA). Management has estimated that a cost of \$65,000 would be required to bring the facility up to code standards. The Ministry's ability to receive future grant awards could be negatively impacted should the Ministry's facility not be brought into compliance with the ADA in the near future.

The Ministry has adopted FASB Interpretation No. 48, *Accounting for Uncertainties in Income Taxes* (FASB ASC 740). Accordingly, management has evaluated the Ministry's tax positions and has concluded that the Ministry has maintained its tax-exempt status, does not have any significant unrelated business taxable income and has taken no uncertain tax positions that require adjustment or disclosure in the financial statements at June 30, 2015.

The Ministry files Form 990. With few exceptions, the Ministry is no longer subject to U.S. federal tax examinations for years prior to 2013.

NOTE 7. SUBSEQUENT EVENTS

The Ministry has evaluated subsequent events through December 4, 2017, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the period ended June 30, 2017.

443 LAUREL STREET • MANCHESTER, NH • 03103
603-555-6601 • LARRY@HELPINGHANDOUTREACH.NET

LAWRENCE W. NICE

CAREER GOAL

Application of evidence-based practices to assist adults with drug/alcohol issues in societal re-integration by promoting pro-social decision making.

EMPLOYMENT

2017-2018 Executive Director of Helping Hands Outreach Ministries - Daily oversight of a homeless shelter for 38 men, transitional living for 18 men, and the Respite facility for 10-40 adults rented to Serenity Place. Duties include financial management, maintenance, decision-making regarding incoming residents as well as those being discharged, and program oversight.

1988-2017 New Hampshire Department of Corrections, Concord, NH
Corrections Counselor, Case Manager - Assisting felons with societal re-integration including counseling, co-facilitating treatment groups with Master LADC, teaching evidence based classes - Thinking for a Change, job development, resume writing, referral to community treatment providers, health insurance enrollment.
As the Institutional Parole Officer at NH State Prison for Men, enabled men to secure employment, housing, mental health and substance abuse treatment. Re-Entry expert at the Calumet Halfway House for 16 years and 2 years at the Manchester Probation Parole Office further enhancing societal re-integration through teamwork with Greater Manchester agencies.

1984-1988 Trinity Evangelical Church, North Reading, Massachusetts
Assistant Pastor, supervised Christian Education, youth programs, visitation

1976-1980 Christian Fellowship School, Laconia, NH
Taught all High School subjects, Coached Soccer

1974-1976 The New Hampton School, New Hampton, NH
Instructor of Chemistry, Physics, SAT Math Prep
Coached Cross Country, Nordic Skiing, Dorm Advisor

EDUCATION

1980-1982 Oral Roberts Theological Seminary, Tulsa, Oklahoma
Master of Divinity, emphasis in counseling

1969-1973 Tufts University, Medford, Massachusetts
B.A., Double Major, History and Religion

1971-1972 Gordon College, Wenham, Massachusetts - Courses toward B.A.

GUY L. TORGERSEN
Associates Degree in Addiction Counseling Candidate

~~382-555-1234~~
Litchfield, NH 03052

Phone : (603) 845-3087
Linked In Profile

Email : guy@helpinghandoutreach.net
<https://www.linkedin.com/pub/guy-torgersen/0/419/846>

CAREER OBJECTIVE: Utilize my twenty years of prison ministry and small group experience, combined with my recovery coaching and case management experience, to help those that struggle with substance use disorder and build a life-time of long-term recovery. I currently have over two years of full-time work experience in substance use disorder and am finishing my degree and work experience for my LADC license.

PROFESSIONAL EXPERIENCE

Helping Hands Outreach Ministries
Case Manager/CRSW

June 2016-Present

Provide complete and holistic case management services for 38 men in the Helping Hands Transitional Shelter and 16 men in long term sober housing at the Gendron House in Manchester, New Hampshire.

- Responsible for intake biopsychosocial assessment, benefits and needs assessment, goal setting, treatment planning, and progress monitoring of residents.
- Bi-weekly meetings with residents to ensure they are following their recovery plans.
- Advocate, coordinate, and refer residents to third party agencies including recovery services, social services, and faith based services.
- Implement life skill plans including trigger/craving management, anger management, time management, money management, stress management, resume writing, continuing education and job search skills.
- Coordinate and communicate with New Hampshire Department of Corrections case managers to help paroled inmates have a safe and sober place to live when released.
- Lead a men's bible study for those in transitional housing.

Hope for New Hampshire Recovery Community Center
Recovery Coach/CRSW

October 2015-Present

- Responsible for peer recovery coaching and intakes for members of Hope for New Hampshire Recovery.
- Facilitate All Recovery and Smart Recovery meetings.
- Designed and implemented a new Home Comers curriculum for men and women released from prison.
- Lead facilitator for prison Home Comers group.
- New Hampshire licensed Certified Recovery Support Worker June 2016.
- Counseled inbound substance abuse and recovery calls via State 211 service.

EDUCATION

NHTI, Concord's Community College, Associate Degree in Addiction Counseling	Expected 2018
Master of Business Administration in Finance, DePaul University, Chicago, IL	1985
Bachelor of Science in Management, DePaul University, Chicago, IL	1981

PROFESSIONAL DEVELOPMENT-NAADAC

Working with Individuals Diagnosed with Personality Disorders, January 10, 2018
Acceptance-Commitment Therapy in Addiction Treatment and Relapse Prevention, December 20, 2017
Issues of Complicated Grief: Effectively Working with Families After a Death, May 19, 2017
Opiate Addiction and Treatment Options, March 29, 2017
Narcarn Train the Trainers, February 2016
Certified Recovery Support Worker-State of New Hampshire-June 2016
HIV Trends and Treatment-New Hampshire Training Institute on Addictive Disorders-February 2016
Substance Abuse Counseling Skills and Core Functions-New Hampshire Training Inst. on Addictive Disorders-February 2016
Mental Health First Aid USA-National Council for Community Behavioral Health-February 2016
Smart Recovery Facilitator Training-Certification January 14, 2016

Helping Hands Outreach Ministries, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lawrence Nice	Executive Director	\$50,000	18.3	\$9,150
Guy Torgersen	Case Manager	\$35,000	18.3	\$6,405



7A mac

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
 Commissioner

Christine M. Tappan
 Senior Division
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9196 1-800-852-3345 Ext. 9196
 Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 5, 2017

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into a **retroactive** amendment to an existing agreement with Helping Hands Outreach Ministries, Inc. 50 Lowell St, Manchester, NH, 03103 (Vendor #174226 B001), PO1045674 to amend the scope of work to remove respite care services in support of the Safe Stations program with no change to the price limitation or contract completion date, **retroactive** to July 1, 2017, effective upon Governor and Executive Council approval through June 30, 2018. This is a no-cost amendment. The original Contract was approved by Governor and Executive Council on August 26, 2015 (Item #12), and subsequently amended on September 21, 2016 (Item #21A) and June 21, 2017 (Item#30) 100% General.

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
			Sub-total	\$180,000	\$0	\$180,000

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
 SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500734	Contracts for Program Services	n/a	\$0	\$0	\$0
2017	102-500734	Contracts for Program Services	49158702	\$138,542	\$0	\$138,542
2018	102-500734	Contracts for Program Services	n/a	\$0	\$0	\$0
			Sub-Total	\$0	\$0	\$138,542
			TOTAL	\$318,542	\$0	\$318,542

EXPLANATION

The amendment is being requested **retroactively** as the current vendor has notified the Department that they will no longer be providing this service after June 30, 2017 and no funding was provided to support services past June 30, 2017. This service is a critical component of the Manchester Safe Stations program. Serenity Place, another partner in the program, has expressed their willingness to take on this scope of work and to begin providing services July 1, 2017. The initial contract, which shall still be in place with Helping Hands after this amendment, is for specialty shelter care for homeless individuals.

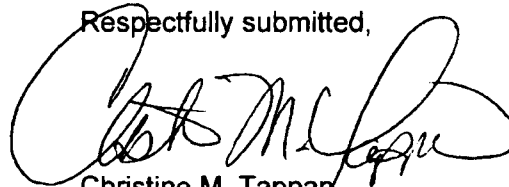
Safe Stations is a Manchester-based program designed to be an access point whereby the ten (10) fire houses throughout the city serve as a designated safe environment for individuals seeking assistance with their substance use disorder. Anyone can walk into a fire station, be medically cleared, and then be connected with a service provider within twenty-four (24) hours, to begin their treatment and recovery. A key component of the Safe Stations program has been overnight respite care for individuals in the program who would not otherwise have a safe place to sleep while they are waiting for placement in treatment.

Should the Governor and Executive Council not authorize this Request, the contract will contain a scope of service which the vendor will no longer provide and for which there is no funding in this contract.

Area served: Manchester.

Source of Funds: 100% GENERAL FUNDS

Respectfully submitted,



Christine M. Tappan
Senior Division Director

Approved by:



Jeffrey A. Meyers
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

July 7, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **retroactive** contract amendment with Helping Hands Outreach Ministries (Vendor # 174226) of Manchester, NH as described below and referenced as DoIT No. 2018-036C.

The requested action authorizes the Department of Health and Human Services to enter into a **retroactive** contract amendment with Helping Hands Outreach Ministries to remove respite care services in support of the Safe Stations program. Helping Hands will continue to provide specialty shelter care for homeless individuals.

This is a no change to the price limitation or contract completion date, retroactive to July 1, 2017, effective upon Governor and Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/kaf
DoIT #2018-036C

cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
State Grant-In-Aid (SGIA) Funds Program**

This 3rd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment #3") dated this 13th day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Helping Hands Outreach Ministries, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 50 Lowell Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12) and subsequently amended on September 21, 2016 (Item#21A) and June 21, 2017 (Item#30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may at its sole discretion, amend the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to modify the Scope of Service without a change to the Price Limitation or Completion Date, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Delete Exhibit A, Amendment 1 in its entirety.
2. Delete Exhibit B, Amendment 1 in its entirety.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Name: Christine Tappan
Title: Interim Director, DCYF

6-28-17

Date

Helping Hands Outreach Ministries, Inc.

Name: Charles E Therrien
Title: Chairman of the Board

6/22/17

Date

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 6/22/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Diane Paradis

Signature of Notary Public or Justice of the Peace

Diane Paradis, Notary

Name and Title of Notary or Justice of the Peace

DIANE M. PARADIS, Notary Public
My Commission Expires July 11, 2017

My Commission Expires: _____

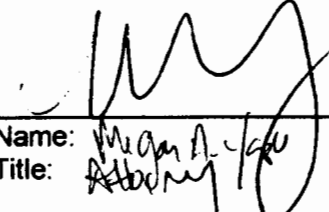
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 7/3/17


Name: Megan A. Calkins
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

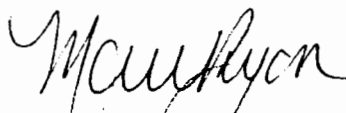
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

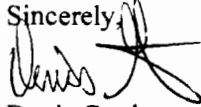
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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www.nh.gov/doiit

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.8

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Helping Hands Outreach Ministries, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 50 Lowell Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12) and subsequently amended on September 21, 2016 (Item#21A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$60,000 from \$258,542 to read: \$318,542.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #2.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

6/1/17
5/31/17
Date

Helping Hands Outreach Ministries, Inc.
Charles E. Therrien
Name:
Title: Acting Director
Charles E. Therrien

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 6/1/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Diane M. Paradis
Signature of Notary Public or Justice of the Peace

Diane M. Paradis
Name and Title of Notary or Justice of the Peace

DIANE M. PARADIS, Notary Public
My Commission Expires July 11, 2017
My Commission Expires: _____



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/2/17
Date

[Signature]
Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$60,000.00
SFY17	not to exceed \$60,000.00
SFY18	not to exceed \$60,000.00
Safe Stations Program (SFY17 only)	not to exceed \$138,542.00
July 1, 2015 – June 30, 2018:	not to exceed \$318,542.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$180,000.00
Safe Stations Program	\$138,542.00
Total program amount	\$318,542.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

CO
6/31/17
6/1/17



Exhibit B – Amendment #2

5.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #2, Section 5.2 of this Agreement.

CD
6/1/17

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2LA mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 7, 2016

9/21/16 #01A

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into a **sole source** amendment to an existing agreement with Helping Hands Outreach Ministries, Inc. 50 Lowell St, Manchester, NH, 03103 (Vendor #174226 B001), PO1045674 to amend the scope of work to include respite care services in support of the Safe Stations program by increasing the price limitation by \$138,542 from \$120,000 to \$258,542 with no change to the contract completion date, effective upon Governor and Executive Council approval through June 30, 2017. The original Contract was approved by Governor and Executive Council on August 26, 2015 (Item #12), 100% General.
- 2) Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to make an advance payment of \$25,000 to the Helping Hands Outreach Ministries to be used for program start up and staff readiness activities effective upon Governor and Council approval.

Funds to support this request are available in State Fiscal Year 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount	Increase/Decrease	Revised Modified Budget
2016	102-500731	Contracts for Program Services	\$60,000.00	\$0	\$60,000.00
2017	102-500731	Contracts for Program Services	\$60,000.00	\$0	\$60,000.00
		Sub-Total	\$120,000.00	\$0	\$120,000.00

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

State Fiscal Year	Class/Account	Title	Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Program Services	\$0	\$0	\$0
2017	102-500734	Contracts for Program Services	\$0	\$138,542	\$138,542
		Sub-Total	\$0	\$138,542	\$138,542
		Contract Total	120,000.00	138,542.00	258,542.00

EXPLANATION

This request is **sole source** because the increase in price limitation is greater than 10% of the original contract value.

This purpose of this amendment is to have the Vendor provide overnight respite care services for the Safe Stations program in Manchester.

Safe Stations is a Manchester based program that is designed to be an access point whereby the ten fire houses throughout the city serve as a designated safe environment for individuals seeking assistance with their substance use disorder. Anyone can walk into a fire station, be medically cleared and then be connected with a service provider within 24 hours to begin their treatment and recovery. A key component of the Safe Stations program has been overnight respite care for individuals in the program who would not otherwise have a safe place to sleep while they are waiting for placement in treatment.

Since August, the Safe Stations program has served 361 unique individuals from all over the state of New Hampshire, ranging in ages from 18-69. The Safe Stations model provides for access to a licensed professional through a local treatment provider, who then works collaboratively alongside the respite program to serve the client. Between the hours of 9:00am-3:00pm, Safe Stations clients are served by licensed professionals through the Serenity Place WRAP program. The Serenity Place WRAP program, funded in part through the Bureau of Drug and Alcohol Services, provides a safe place for Safe Stations clients to be during the day with access to interim level services. The respite center provided by the Vendor will serve as a place where Safe Stations clients can stay overnight for a short period of time while they await placement in an appropriate level of care at a treatment facility or are able to access a safe housing alternative.

The initial contract for the Vendor is through the Bureau of Homeless and Housing Services and is for transitional, emergency, specialty shelter care, and intervention services for homeless individuals. The contract is being amended to allow for funding of an additional 16 beds specifically to support clients of the Safe Stations program in Manchester.

Funding under this amendment will be used to provide staff for 16 beds, care for the basic needs of Safe Stations clients during the hours of 3:00pm-9:00am, and accommodate the additional cost of utilities required for 24 hours, 7 days per week, and 365 days of the year of operations of the facility. Funding for this program will also enable the Vendor to work collaboratively with community

service providers, like Serenity Place, to ensure seamless transitions to care for assessment and treatment. The Vendor is uniquely qualified to work with the Safe Stations model given their existing scope of services which specializes in providing sober living environments through provision of shelter, food, case management, volunteer opportunities, and job training, while providing peer supports and a positive structure for those within the programs.

These services fit into the Department's overall strategy for the treatment of substance use disorders by ensuring individuals have access to services the moment they are ready to engage in recovery. Safe and supportive housing is a critical component of the continuum of care that is supported by the Department. Expanding access to a safe place during a crisis period will increase the chances of these individuals entering treatment and achieving recovery; thereby increasing the client's health and well-being and reducing the medical, legal, social, and other costs to the community and state associated with on-going substance misuse.

Should the Governor and Executive Council determine to not authorize this Request, individuals seeking services through Safe Stations who do not have safe overnight accommodations likely would remain in unsafe environments associated with an increased risk of substance misuse, overdose, and/or other physical harm.

Area served: Manchester.

Source of Funds 100% GENERAL FUNDS

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffery A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment 1 to the State Grant In Aid Contract**

This first Amendment to the State Grant In Aid contract (hereinafter referred to as "Amendment 1") dated this seventh day of September 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Helping Hands Outreach Ministries, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 50 Lowell Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may, amend this contract by written agreement of the parties and subsequent approval of the Governor and Executive Council; and

WHEREAS the parties agree to amend the scope of work to include respite care services in support of the Safe Stations program; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1.) Amend Form P-37, Section 1.8 Price Limitation to read:

\$258,542

- 2.) Add Exhibit A, Amendment 1
- 3.) Add Exhibit B, Amendment 1
- 4.) Add Exhibit B-1, Amendment 1



Respite Care Services in support of Safe Stations program

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/19/16
Date

[Signature]

Helping Hands Outreach Ministries, Inc.

9/17/16
Date

Richard D. Doyle
Richard D. Doyle
Executive Director

Acknowledgement:

State of New Hampshire, County of Andover on 09/07/2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]

Name and Title of Notary or Justice of the Peace

Jonathan D. Colbath
Notary Public, State of NH
My Commission Expires
June 10, 2020

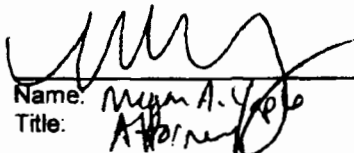


Respite Care Services in support of Safe Stations program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 9/12/10


Name: Megan A. Yopp
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Scope of Services

1. Scope of Services

The Contractor shall provide overnight crisis respite care to clients referred by the Safe Stations program.

The Safe Stations Program is a Manchester-based access point whereby the ten 24/7/365 fire houses throughout the city serve as a designated safe environment for individuals with substance use disorder seeking assistance. Anyone can walk into a fire station, be medically cleared and then be immediately connected with a service provider to begin their treatment and recovery.

1.1. The Contractor shall:

- 1.1.1. Ensure that a minimum of 16 beds are reserved for Safe Stations clients between the hours of 3:00pm-9:00am
- 1.1.2. Support the goal of having clients moved into an appropriate level of care within 3 days of admission to the respite center
- 1.1.3. Provide dinner and breakfast meals to Safe Stations clients in their care
- 1.1.4. Provide qualified staff at the crisis respite center.
- 1.1.5. Work with local shelters and overnight care facilities to find alternative overnight respite care for clients denied admission to the center on the basis of lack of capacity. The Contractor shall:
 - 1.1.6. Notify a case manager from the Serenity Place WRAP program when a client is denied admission due to capacity
 - 1.1.7. Attempt to notify clients who were denied admission based on lack of capacity when a bed becomes available.
 - 1.1.8. Notify a case manager from the Serenity Place WRAP program about discharge prior to discharging the client. The Contractor shall ensure:
 - 1.1.9. Ensure contact information for the client is collected.
 - 1.1.10. Ensure client case managers are notified of discharge within 1 hour of discharge.
 - 1.1.11. Notify a representative of the Serenity Place WRAP program within 1 hour if the client is transported to the hospital or emergency room for medical care
 - 1.1.12. Work collaboratively with Safe Stations representatives, Serenity Place, and other community providers to ensure continuity of care for Safe Station's clients.

1.2. Comply with all applicable terms contained in Exhibit A of this contract.



Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation of \$138,542, for the services provided by the Contractor pursuant to Exhibit A, Amendment 1, Scope of Services.

Payment for said services shall be made as follows:

1. Upon Contract approval by the Governor and Executive Council, the Vendor may invoice the Department for up to \$25,000 to be used for program start up and staff readiness activities. Such invoice must be accompanied by a signed copy of the MOU for Safe Stations support between the Contractor and the City of Manchester.
2. Thereafter, The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses as identified in Exhibit B-1, Amendment 1, incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The Contractor shall comply with all of the applicable terms outlined in Exhibit B of this Contract.

Appendix C

Exhibit B-1 Amendment 1

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Helping Hands Outreach Ministries, Inc.

Budget Request for: Safe Station Respite

(Name of RFP)

Budget Period: 09/21/16- 6/30/2017

Line Item	Direct Incremental	Total
1. Total Salary/Wages/ Taxes/ Work. Comp.	\$ 117,072.00	\$ 117,072.00
2. Employee Benefits	\$ 6,175.00	\$ 6,175.00
3. Consultants	\$ -	\$ -
4. Equipment:	\$ -	\$ -
Rental	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -
5. Supplies:	\$ -	\$ -
Educational	\$ -	\$ -
Lab	\$ -	\$ -
Pharmacy	\$ -	\$ -
Medical	\$ -	\$ -
Office	\$ -	\$ -
6. Travel	\$ -	\$ -
7. Occupancy	\$ -	\$ -
8. Current Expenses	\$ -	\$ -
Telephone/ Cable/ Internet	\$ 1,112.00	\$ 1,112.00
Postage	\$ -	\$ -
Subscriptions	\$ -	\$ -
Audit and Legal	\$ -	\$ -
Insurance	\$ -	\$ -
Board Expenses	\$ -	\$ -
9. Software	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -
Utilities- Gas, Oil, Electricity	\$ 10,136.00	\$ 10,136.00
Food	\$ 4,047.00	\$ 4,047.00
	\$ -	\$ -
TOTAL	\$ 138,642.00	\$ 138,642.00

PM
9/7/16



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-In-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Helping Hands Outreach Ministries, Inc.		1.4 Contractor Address 50 Lowell Street Manchester NH 03101	
1.5 Contractor Phone Number 603-623-8778	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$120,000
1.9 Contracting Officer for State Agency Eric D. Borin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Richard Blake</i>		1.12 Name and Title of Contractor Signatory RICHARD D. DOYLE EXECUTIVE DIRECTOR 7/18/15	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>07/13/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Thomas S. Pierog Notary Public State of New Hampshire My Commission Expires Oct. 19 2019 <i>Thomas S. Pierog</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Thomas S. Pierog Notary Public			
1.14 State Agency Signature <i>MaryAnn Cooney</i>		1.15 Name and Title of State Agency Signatory MARYANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. Fiske</i> Megan A. Fiske - Attorney On: 7/31/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MM
Date: 2/13/15

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: RM
Date: 7/13/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

DM

7/12/15



Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$60,000.00
SFY17	not to exceed \$60,000.00

July 1, 2015 – June 30, 2017: not to exceed \$120,000.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$120,000.00
Total program amount	\$120,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

7/13/15
Date

Richard D. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

7/13/15
Date

Richard D. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

7/13/15
Date

Richard D. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

mm

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/13/15
Date

Richard D. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials RD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

7/12/15
Date

Richard M. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
The State

Mary Coffey
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

7/14/15
Date

HELPING HANDS OUTREACH MINISTRIES
RICHARD D. DOYLE INC.
Name of the Contractor

Richard D. Doyle
Signature of Authorized Representative

RICHARD D. DOYLE
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

7/13/15
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/13/15
Date

Richard D. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 780126991
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Laconia Area Community Land Trust, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 658 Union Avenue, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$42,500 from \$127,500 to read: \$170,000
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.

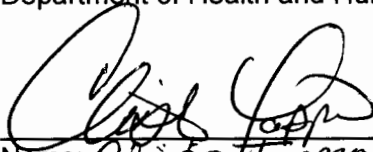
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

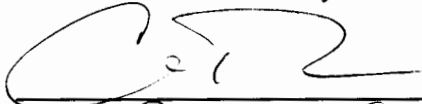
State of New Hampshire
Department of Health and Human Services

4-24-18
Date


Name: Chrisbo Toppan
Title: Associate Commissioner

Laconia Area Community Land Trust, Inc.

1/25/18
Date


Name: Carmen R. Lorentz
Title: Executive Director

Acknowledgement of Contractor's signature:

State of N.H., County of Belknap on 1/25/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Kelly L. Schwaner
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/10/20



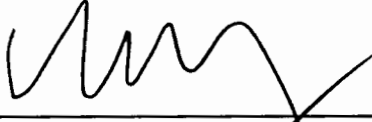
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/9/14


Name: Megan A. L. King
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$42,500.00
SFY17	not to exceed \$42,500.00
SFY18	not to exceed \$42,500.00
SFY19	not to exceed \$42,500.00
July 1, 2015 – June 30, 2019:	not to exceed \$170,000.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$170,000.00
Total program amount	\$170,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

Handwritten initials "C/L" and date "11/25/18" written over a horizontal line.

New Hampshire Department of Health and Human Services
 Bidder/Program Name: Laconia Area Community Land Trust, Inc. d/b/a Lakes Region Community Developers


Budget Request for: Emergency Shelter Program - State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 44,000.00	\$ 6,300.00	\$ 50,300.00	\$ 19,000.00	\$ 6,300.00	\$ 25,300.00	\$ 25,000.00	\$ -	\$ 25,000.00
2. Employee Benefits	\$ 12,700.00	\$ 1,800.00	\$ 14,500.00	\$ 9,700.00	\$ 1,800.00	\$ 11,500.00	\$ 3,000.00	\$ -	\$ 3,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Shelter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 975.00	\$ -	\$ 975.00	\$ 975.00	\$ -	\$ 975.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 43,755.00	\$ -	\$ 43,755.00	\$ 29,255.00	\$ -	\$ 29,255.00	\$ 14,500.00	\$ -	\$ 14,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Communications	\$ 1,920.00	\$ 1,080.00	\$ 3,000.00	\$ 1,920.00	\$ 1,080.00	\$ 3,000.00	\$ -	\$ -	\$ -
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -
Insurance	\$ 1,920.00	\$ -	\$ 1,920.00	\$ 1,920.00	\$ -	\$ 1,920.00	\$ -	\$ -	\$ -
Management Fees	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 112,870.00	\$ 9,780.00	\$ 122,650.00	\$ 70,370.00	\$ 9,780.00	\$ 80,150.00	\$ 42,500.00	\$ -	\$ 42,500.00

Indirect As A Percent of Direct

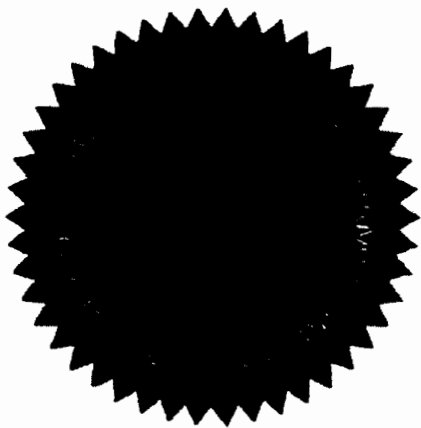
8.7%

Contractor Initial 
 Date 1/25/18

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 Laconia Area Community Land Trust, Inc. is a New Hampshire nonprofit corporation formed October 18, 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 7th day of March, A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jason Hicks, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Laconia Area Community Land Trust
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 17, 2018
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25 day of January, 2018
(Date Amendment Signed)

4. Carmen R. Lorentz is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

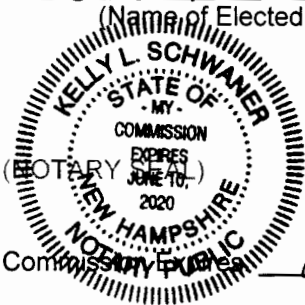
Jason Hicks
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Belknap

The forgoing instrument was acknowledged before me this 25 day of January 2018.

By Jason Hicks
(Name of Elected Officer of the Agency)

Kelly L. Schwaner
(Notary Public/Justice of the Peace)



Commission Expires 6/10/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Melcher & Prescott Insurance 426 S Main Street Laconia, NH 03246 Melcher & Prescott Ins-VIP	CONTACT NAME: Melcher & Prescott Ins-VIP PHONE (A/C, No, Ext): 603-524-4535 FAX (A/C, No): 603-528-4442 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B :</td> <td>Security National Ins Company</td> <td>19879</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Cincinnati Insurance Company	10677	INSURER B :	Security National Ins Company	19879	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Laconia Area Community Land Trust, Inc. & LACLT Corp. 658 Union Ave Laconia, NH 03246																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ECP0364381	01/01/2016	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ECP0364381	01/01/2016	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0121600	01/01/2015	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1175757	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Statutory State: NH. No officers are excluded from Workers Compensation coverage

CERTIFICATE HOLDER STATE-3 State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patrice Page</i>
--	---



Mission Statement

To assist low and moderate income families achieve economic self-sufficiency through the development of permanently affordable housing opportunities and associated support programs.



Laconia Area Community Land Trust, Inc.

Financial Report and
Supplementary Information

December 31, 2016 and 2015



Nesseralla & Company, LLC
A Public Accounting Firm

LACONIA AREA COMMUNITY LAND TRUST, INC.
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NESSERALLA & COMPANY, LLC
A Public Accounting Firm

Phone (603) 369-3812

Email accountants@nesscocpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Laconia Area Community Land Trust, Inc.
Laconia, New Hampshire

Report on the Financial Statements

We have audited the accompanying statement of financial position of Laconia Area Community Land Trust, Inc. (a non-profit corporation), as of December 31, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Laconia Area Community Land Trust, Inc. as of December 31, 2016, and the changes in its net assets, functional expenses and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter – Change in Accounting Principle

As discussed in Note 2 to the financial statements, Laconia Area Community Land Trust, Inc. has adopted ASU No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*. Our opinion is not modified with respect to that matter.

Other Matters*Report on Summarized Comparative Information*

We have previously audited Laconia Area Community Land Trust, Inc.'s December 31, 2015 financial statements, and expressed an unmodified opinion on those financial statements in our report dated March 28, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Additional Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 23, 2017 on our consideration of Laconia Area Community Land Trust, Inc.'s internal control over financial reporting and 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* in considering Laconia Area Community Land Trust, Inc.'s internal control over financial reporting and compliance.

Nesseralla & Company, LLC

Manchester, New Hampshire

March 23, 2017

LACONIA AREA COMMUNITY LAND TRUST, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016
(with comparative totals for the year ended December 31, 2015)

ASSETS	2016	2015
Current Assets		
Cash (Note 1)	\$ 1,986,799	\$ 1,888,522
Tenant rents receivable (Note 1)	70,056	4,280
Grants and contributions receivable	83,483	446,106
Other receivables	-	5,109
Prepaid expenses	53,628	38,951
Total Current Assets	2,193,966	2,382,968
Restricted Cash		
Cash - permanently restricted (Note 5)	33,884	57,595
Restricted reserves (Note 12)	712,548	166,093
Tenant security deposits held in trust	78,305	35,201
Total Restricted Cash	824,737	258,889
Property and equipment, at cost - net of accumulated depreciation (Note 2)	8,282,370	4,450,369
Noncurrent Assets		
Project under development (Note 3)	125,157	5,000
Development fees receivable (Note 6)	444,890	218,586
Notes and operating advances receivable - related parties (Note 6)	954,200	839,184
Investments in partnerships (Note 6)	100	196,855
Total Noncurrent Assets	1,524,347	1,259,625
Total Assets	\$ 12,825,420	\$ 8,351,851

See accompanying notes

LACONIA AREA COMMUNITY LAND TRUST, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016
(with comparative totals for the year ended December 31, 2015)

LIABILITIES AND NET ASSETS	2016	2015
Current Liabilities		
Current portion of long-term debt (Note 7)	\$ 284,372	\$ 210,275
Accounts payable	66,128	18,536
Prepaid rent	5,465	6,083
Accrued wages and other expenses	132,025	87,300
Total Current Liabilities	487,990	322,194
Long-term Liabilities		
Long-term debt, net of current portion and debt issuance costs (Notes 7 & 16)	6,311,982	1,991,447
Equity equivalent investment (Note 15)	110,000	110,000
Tenant security deposits payable	78,131	34,859
Total Long Term Liabilities	6,500,113	2,136,306
Total Liabilities	6,988,103	2,458,500
Net Assets		
Unrestricted	3,988,302	3,674,918
Temporarily restricted (Note 4)	242,370	656,788
Permanently restricted (Note 5)	1,606,645	1,561,645
Total Net Assets	5,837,317	5,893,351
Total Liabilities and Net Assets	\$ 12,825,420	\$ 8,351,851

See accompanying notes

LACONIA AREA COMMUNITY LAND TRUST, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative totals for the year ended December 31, 2015)

	Other Operating Programs	Property Development	Total Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	2016 Total	2015 Total
Revenue and Other Support							
Membership dues	\$ 22,371	\$ -	\$ 22,371	\$ -	\$ -	\$ 22,371	\$ 18,051
Contributions	22,894	-	22,894	-	-	22,894	10,882
In-kind donations (Note 9)	3,600	-	3,600	-	-	3,600	-
Grants (Note 10)	111,900	-	111,900	200,146	45,000	357,046	621,252
Resident service fees (Note 6)	18,946	-	18,946	-	-	18,946	19,656
Rental income and land lease revenue	736,188	-	736,188	-	-	736,188	547,687
Developer fees (Note 6)	-	306,600	306,600	-	-	306,600	277,400
Management incentive fees (Note 6)	-	20,429	20,429	-	-	20,429	8,079
Net assets released from restrictions:	614,564	-	614,564	(614,564)	-	-	-
Total Revenue and Support	1,530,463	327,029	1,857,492	(414,418)	45,000	1,488,074	1,503,007
Functional Expenses (Note 11)							
Program Services:							
Transitional Services	47,660	-	47,660	-	-	47,660	46,502
Tenant Support	55,296	-	55,296	-	-	55,296	37,785
Affordable Housing Production	-	265,465	265,465	-	-	265,465	251,400
Rental Properties	705,445	-	705,445	-	-	705,445	598,315
Asset Management	63,168	-	63,168	-	-	63,168	128,910
Homeownership Center	4,908	-	4,908	-	-	4,908	17,588
Supporting Services:							
Fundraising	86,941	-	86,941	-	-	86,941	82,065
General and Administrative	170,167	-	170,167	-	-	170,167	76,252
Total Functional Expenses	1,133,584	265,465	1,399,049	-	-	1,399,049	1,238,817
Change in Net Assets Before Non-operating Income and Expenses	396,879	61,564	458,443	(414,418)	45,000	89,025	264,190
Non-operating Income (Expenses)							
Investment income	29,558	-	29,558	-	-	29,558	21,484
Loss on disposition of a partnership interest (Note 18)	(196,755)	-	(196,755)	-	-	(196,755)	-
Recovery (discount) on notes receivable (Note 6)	22,138	-	22,138	-	-	22,138	(287,567)
Total Non-operating Income (Expenses)	(145,059)	-	(145,059)	-	-	(145,059)	(266,083)
Change in Net Assets	251,820	61,564	313,384	(414,418)	45,000	(56,034)	(1,893)
Net Assets, beginning of year	3,648,203	-	3,674,918	656,788	1,561,645	5,893,351	5,895,244
Transfers	61,564	(61,564)	-	-	-	-	-
Net Assets, end of year	\$ 3,961,587	\$ -	\$ 3,988,302	\$ 242,370	\$ 1,606,645	\$ 5,837,317	\$ 5,893,351

See accompanying notes

LACONIA AREA COMMUNITY LAND TRUST, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative totals for the year ended December 31, 2015)

	Program Services							Fundraising	General and Administrative	2016	2015
	Transitional Services	Tenant Support	Affordable Housing Production	Rental Properties	Home- Ownership Center	Asset Management	Total Program Services			Total Functional Expenses	Total Functional Expenses
Salaries and wages	\$ 34,802	\$ 38,455	\$ 201,410	\$ -	\$ 3,896	\$ 49,011	\$ 327,574	\$ 64,858	\$ 129,382	\$ 521,814	\$ 473,191
Payroll taxes and benefits	5,505	6,083	31,858	-	616	7,752	51,814	10,259	20,465	82,538	84,704
Training and education	430	708	2,215	-	23	374	3,750	624	1,187	5,561	3,277
Insurance	282	348	951	39,036	15	245	40,878	409	779	42,066	30,557
Advertising	-	-	-	875	-	-	875	1,150	-	2,025	2,093
Professional fees	2,018	2,495	6,812	8,607	108	1,757	21,797	2,929	5,575	30,301	31,863
Management fees	-	-	-	68,975	-	-	68,975	-	-	68,975	50,640
Depreciation (Note 2)	885	1,094	2,988	124,433	48	771	130,218	1,285	2,445	133,948	113,502
Bad debt expense	-	-	-	8,172	-	-	8,172	-	-	8,172	10,988
Interest expense	307	380	1,036	41,134	17	267	43,140	446	848	44,434	26,870
Interest - amortization of debt issuance costs	-	-	-	3,483	-	-	3,483	-	-	3,483	1,076
Repairs and maintenance	345	426	1,164	187,760	19	300	190,013	500	952	191,466	189,615
Utilities	349	431	1,178	43,876	19	304	46,157	506	964	47,627	46,476
Snow and trash removal	153	190	518	29,328	8	134	30,331	223	424	30,978	24,835
Property taxes	488	603	1,646	91,912	26	425	95,099	708	1,347	97,154	82,356
Water and sewer	52	64	174	54,897	3	45	55,234	75	142	55,451	39,005
Miscellaneous	934	1,435	3,153	2,957	50	813	9,342	1,355	2,580	13,277	7,031
Postage	149	184	501	-	8	129	971	216	410	1,597	1,679
Dues and subscriptions	40	49	134	-	2	35	259	58	109	426	276
Supplies	482	596	1,628	-	26	420	3,153	700	1,333	5,186	6,788
Telephone	394	488	1,332	-	21	344	2,579	573	1,090	4,241	3,840
Discount on note payable (Note 7)	-	-	6,267	-	-	-	6,267	-	-	6,267	6,027
Travel	48	1,268	500	-	3	42	1,861	69	132	2,062	2,128
Total Functional Expenses	\$ 47,660	\$ 55,296	\$ 265,465	\$ 705,445	\$ 4,908	\$ 63,168	\$ 1,141,941	\$ 86,941	\$ 170,167	\$ 1,399,049	\$ 1,238,817

See accompanying notes

LACONIA AREA COMMUNITY LAND TRUST, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative totals for the year ended December 31, 2015)

	2016	2015
Cash Flows From Operating Activities		
Change in net assets	\$ (56,034)	\$ (1,893)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	133,948	113,502
Amortization of debt issuance costs	3,483	1,076
Discount on note payable	6,267	6,027
Discount on note receivable	(22,138)	287,567
Loss on disposition of a partnership interest	196,755	-
(Increase) decrease in the following assets:		
Tenant rents receivable	(65,776)	63
Grants and contributions receivable	362,623	(132,843)
Other receivables	5,109	(5,109)
Prepaid expenses	(14,677)	(4,379)
Tenant security deposits	(43,104)	(1,409)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	92,317	(75,632)
Prepaid rents	(618)	(2,203)
Tenant security deposits	43,272	1,198
Net Cash Provided By Operating Activities	641,427	185,965
Cash Flows From Investing Activities		
Transfers to/from escrows and reserves, net	(546,455)	(10,941)
Projects under development	(120,157)	(5,000)
Purchase of property, equipment and other assets	(3,965,949)	(235,894)
Net Cash Used In Investing Activities	(4,632,561)	(251,835)
Cash Flows From Financing Activities		
Development fees receivable	(226,304)	152,326
Notes receivable from related parties	(92,878)	481,446
Proceeds from (repayment of) mortgages and notes	4,384,882	(143,394)
Net Cash Provided By Financing Activities	4,065,700	490,378
Net Increase In Cash	74,566	424,508
Cash, beginning of year	1,946,117	1,521,609
Cash, end of year	\$ 2,020,683	\$ 1,946,117
Cash Paid During The Year For:		
Interest	\$ 26,316	\$ 26,977

See accompanying notes

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

1. Summary of Significant Accounting Policies

Program Mission

Laconia Area Community Land Trust, Inc.'s ("LACLT") mission is to assist low- and moderate-income families in achieving economic self-sufficiency through the development of permanently affordable housing opportunities and associated support programs.

Program Services

LACLT develops and supports its operations through strategic management of critical functions. Through staff effort and board oversight, the functions of accounting, fundraising, accountability to and support from the community and funding sources, and organization management and development are maintained to ensure the organization's integrity and sustainability. LACLT serves the community through six programs as follows:

Transitional Services

LACLT's transitional service program serves families, primarily women and children, who are homeless or at imminent risk of homelessness. Families receive affordable rent and develop aggressive family self-sufficiency plans to recover from homelessness and become economically self-sufficient.

Tenant Support

LACLT residents who desire support services are provided with a full range of support and life skills training. A resident services coordinator assists families to retain their housing, strengthen family stability and enhance economic self-sufficiency.

Affordable Housing Production

LACLT develops affordable housing with new construction, gut rehabilitation, historic preservation, urban infill, brownfield, and adaptive reuse production, and preserves it as permanently affordable through the unique mechanisms of the community land trust model.

Rental Properties and Asset Management

LACLT retained the services of a third party management agent for its portfolio of properties effective April 1, 2006. LACLT provides asset management services related to these properties.

Homeownership Center

LACLT provides homebuyer and financial literacy training through its HOMEteam collaborative. Participants receive education and support which assists them in becoming successful homeowners. The initiative is also intended to encompass the development of homeownership opportunities for low- and moderate-income families.

Basis of Presentation

Financial statement presentation follows recommendations of the Financial Accounting Standards Board in its Accounting Standards Codifications (ASC) 958-205, *Financial Statements of Not-for-Profit Organizations*. Under ASC 958-205, LACLT is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

1. Summary of Significant Accounting Policies (continued)

Organizational Structure

LACLT is incorporated under the laws of the State of New Hampshire as a non-profit corporation. LACLT is exempt from federal income taxes under Internal Revenue Code section 501(c)(3).

LACLT Corporation is incorporated under the laws of the State of New Hampshire as a for-profit corporation. It is a wholly owned subsidiary of LACLT.

EASTLACLT, LLC is formed under the laws of the State of New Hampshire as a for-profit limited liability company. LACLT owns a 51% share of the LLC.

Winni River Housing Corp is incorporated under the laws of the State of New Hampshire as a for-profit corporation. It is a wholly owned subsidiary of LACLT.

Revenue Recognition

The accompanying financial statements were prepared using the accrual basis of accounting, the purpose of which is to record revenues when they are earned or awarded and record expenses when they are incurred.

Cash and Equivalents

Cash and cash equivalents include investments in highly liquid debt instruments with a maturity of three months or less. Restricted cash is not considered cash equivalents.

Rents Receivable – Recognition of Bad Debts

LACLT considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

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 disclosures 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.

Uncertainty in Income Taxes

LACLT is not a taxpaying entity for federal or state income tax purposes; accordingly, a provision for income taxes has not been recorded in the accompanying financial statements; no reserves for uncertain income tax positions were recorded; and LACLT did not record a cumulative effect adjustment related to the adoption of ASC 740.

Subsequent Events

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management evaluated the activity of LACLT through March 23, 2017 and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

1. Summary of Significant Accounting Policies (continued)

Fair Value Measurements

LACLT determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in the accordance with generally accepted accounting principles for *Fair Value Measurement ASC 820*.

Level 1: Quoted prices in active markets for identical assets or liabilities. LACLT currently has no Level 1 assets or liabilities that are measured at fair value on a recurring basis.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. LACLT currently has no Level 2 assets or liabilities that are measured at fair value on a recurring basis.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include items where the determination of fair value requires significant management judgment or estimation. LACLT currently has no Level 3 assets or liabilities that are measured at fair value on a recurring basis.

Change in Accounting Principle

During the year ended December 31, 2016, LACLT adopted the provisions of Accounting Standards Update 2015-03, *Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 requires organizations to present debt issuance costs as a direct deduction from the carrying value of the related debt liability and amortization is required to be included with interest expense in the statement of functional expenses. Certain amounts in the December 31, 2015 financial statements have been reclassified to conform to the December 31, 2016 presentation.

Advertising

LACLT expenses advertising costs as they are incurred.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

2. Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred, while more extensive renewals and betterments are capitalized. Provision for depreciation is provided over the estimated useful lives of the respective assets, on a straight-line basis, over five to thirty-nine years. Depreciation expense for the years ended December 31, 2016 and 2015 was \$133,948 and \$113,502, respectively.

LACLT's property and equipment consisted of the following assets, recorded at cost, at December 31:

	2016	2015
Land	\$2,144,882	\$1,133,430
Building and Improvements	7,110,652	4,156,155
Equipment	83,135	83,135
Total	9,338,669	5,372,720
Less: accumulated depreciation	1,056,299	922,351
Property and Equipment, net	\$8,282,370	\$4,450,369

3. Project Under Development

LACLT capitalizes all costs for projects under development. If a project is determined infeasible, the costs are expensed in the year of determination.

During the years ended December 31, 2016 and 2015, LACLT incurred expenses related to an affordable housing project, Gilford Village Knolls Phase III. The outstanding project under development balance at December 31, 2016 and 2015 was \$125,157 and \$5,000, respectively. LACLT entered into an Option to Purchase the land on May 17, 2016. The Option has not been exercised as of December 31, 2016 and expires on December 31, 2017.

4. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of assets whose use was restricted to payments for a particular purpose and time period. At December 31, 2016 and 2015, temporarily restricted net assets were \$242,370 and \$656,788, respectively.

5. Permanently Restricted Net Assets

At December 31, 2016 and 2015, permanently restricted net assets consisted of the following:

NeighborWorks America Capital Fund:

	2016	2015
Cash	\$ 33,884	\$ 57,595
Office Building	41,064	41,064
Building Improvements	651,369	590,382
Long-term Loan – Capital Projects	867,328	872,604
WIP – Gilford Village Knolls Phase III	13,000	-
Net Assets	\$ 1,606,645	\$ 1,561,645

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

5. Permanently Restricted Net Assets (continued)

The NeighborWorks America Capital Fund represents funds provided by NeighborWorks America for capital projects. All resources granted to this fund must be maintained permanently. LACLT is permitted to transfer or expend the income derived from capital assets in excess of the relevant Capital Fund Agreement.

LACLT received \$45,000 and \$100,000 in grant funds from the NeighborWorks America Capital Reinvestment Fund during the years ended December 31, 2016 and 2015, respectively. LACLT received a release from its Capital Fund Agreement during the years ended December 31, 2016 and 2015 in the amount of \$0 and \$337,223, respectively.

6. Related Party Transactions

Notes Receivable and Operating Advances

LACLT entered into a long-term promissory note agreement with Mechanic School Limited Partnership. Interest accrues annually at the rate of 3.1%. The principal and accrued interest are due in their entirety on March 7, 2036. The note receivable balance outstanding at December 31, 2016 and 2015 was \$30,000 and \$30,000, respectively. The accrued interest receivable balance at December 31, 2016 and 2015 was \$13,472 and \$14,542, respectively.

LACLT advanced funds to MFH Limited Partnership to pay certain invoices of the property. The balance outstanding at December 31, 2016 and 2015 was \$0 and \$3,600, respectively.

LACLT entered into a promissory note agreement with Boynton Road Limited Partnership. Interest accrues at the rate of 3%. The principal and accrued interest are due in their entirety on January 20, 2039. The note receivable balance at December 31, 2016 and 2015 was \$17,000 and \$17,000, respectively. The accrued interest receivable balance at December 31, 2016 and 2015 was \$1,542 and \$2,040, respectively.

LACLT entered into a 1% promissory note agreement with Lochmere Meadows Affordable Housing Limited Partnership during the year ended December 31, 2011. Monthly principal and interest payments of \$563 are due through January 31, 2031. The note receivable balance at December 31, 2016 and 2015 was \$144,952 and \$150,228, respectively.

LACLT entered into a \$324,000 non-interest bearing promissory note agreement with Lochmere Meadows Affordable Housing Limited Partnership during the year ended December 31, 2012. The entire outstanding balance of the note shall be due and payable in full on April 25, 2029. The loan has been discounted to its present value using an implied interest rate of 4%. The discounted note receivable balance at December 31, 2016 and 2015 was \$194,586 and \$187,102, respectively.

LACLT made operating deficit loans to Harriman Hill Affordable Housing Limited Partnership ("HHAHLP") to cover operating deficits. Operating deficit loans accrue interest at 8% compounded annually, and are payable from cash surplus. The balance outstanding was \$20,200 and \$20,200 at December 31, 2016 and 2015, respectively. The balance of deferred interest payable at December 31, 2016 and 2015 was \$3,113 and \$1,497, respectively.

LACLT entered into a \$32,000 non-interest bearing promissory note agreement with HHAHLP during the year ended December 31, 2013. The entire outstanding balance of the note shall be due and payable in full on November 1, 2030. The note receivable balance at December 31, 2016 and 2015 was \$32,000 and \$32,000, respectively.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

6. Related Party Transactions (continued)

Notes Receivable and Operating Advances (continued)

LACLT entered into a \$400,000 non-interest bearing promissory note agreement with Harriman Hill II Limited Partnership during the year ended December 31, 2014. The entire outstanding balance of the note shall be due and payable in full on June 24, 2028. The loan has been discounted to its present value using an implied interest rate of 4%. The discounted note receivable balance at December 31, 2016 and 2015 was \$240,230 and \$230,990, respectively.

LACLT entered into a \$439,000 promissory note agreement with River's Edge Laconia Limited Partnership during the year ended December 31, 2015. The loan accrues interest at 5% per annum with payments due at 50% of annual cash surplus. The entire outstanding balance of the note shall be due and payable in full on May 3, 2045. The loan has been discounted to its present value using an implied interest rate of 4%. The discounted note receivable balance at December 31, 2016 and 2015 was \$140,766 and \$135,352, respectively. The balance of deferred interest payable at December 31, 2016 and 2015 was \$35,181 and \$14,633, respectively.

LACLT advanced funds to River's Edge Laconia Limited Partnership to pay certain invoices of the property. The balance outstanding at December 31, 2016 and 2015 was \$81,158 and \$0, respectively.

Resident Service Fees

LACLT received resident service fees for supportive services it provides to certain partnerships in which it is affiliated as follows:

	2016	2015
LNI, LP	\$ 1,026	\$ 4,104
MFH, LP	4,032	3,888
River's Edge	1,792	-
HHAHLP	5,376	5,184
Harriman Hill II, LP	5,376	5,184
Mechanic School, LP	1,344	1,296
	<u>\$ 18,946</u>	<u>\$ 19,656</u>

Management Incentive Fees

LACLT entered into management incentive fee agreements with certain limited partnerships in which it is a general partner. Management incentive fees earned during the years ended December 31, 2016 and 2015 are as follows:

	2016	2015
LNI, LP	\$ 7,025	\$ 2,979
Boynton Road	4,992	-
Harriman Hill II, LP	3,312	-
Mechanic School, LP	5,100	5,100
	<u>\$ 20,429</u>	<u>\$ 8,079</u>

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

6. Related Party Transactions (continued)

Developer Services Fees

LACLT entered into a development services agreement with Eastern Lakes Regional Housing Coalition. The agreement called for payment of a fee in the amount of \$74,667 for the development services on a project located in Wolfeboro, New Hampshire. LACLT earned \$74,667 during the year ended December 31, 2011. LACLT was owed \$28,961 and \$28,961 at December 31, 2016 and 2015, respectively. The amount due accrues interest at 8% compounded annually and is expected to be repaid from the cash flows of the partnership. The balance of deferred interest payable as of December 31, 2016 and 2015 was \$6,929 and \$4,634, respectively.

LACLT entered into a development services agreement with Harriman Hill II Limited Partnership. The agreement calls for payment of a fee in the amount of \$298,667 for the development services on a project located in Wolfeboro, New Hampshire. LACLT was owed \$0 and \$10,591 at December 31, 2016 and 2015, respectively.

LACLT entered into a development services agreement with River's Edge Laconia Limited Partnership. The agreement calls for payment of a fee in the amount of \$584,000 for the development services on a project located in Laconia, New Hampshire. LACLT had earned the entire fee during the year ended December 31, 2016. LACLT was owed \$409,000 and \$174,400 at December 31, 2016 and 2015, respectively.

Investments in Partnerships

LACLT maintains the following investments in partnerships which have been recorded at cost as of December 31, 2016:

<u>Partnership</u>	<u>Ownership %</u>	<u>2016</u>	<u>2016</u>
LNI LP	.01%	\$ 0	\$ 196,755
Harriman Hill AH LP	.009%	100	100
		<u>\$ 100</u>	<u>\$ 196,855</u>

7. Long-term Debt

Long-term debt consisted of the following at December 31, 2016 and 2015:

3% note payable to Bank of New Hampshire due in monthly principal and interest payments of \$1,158 through 2016. The note is collateralized by a mortgage on land and buildings, Winter Street, Laconia, New Hampshire. The original loan amount was \$150,000. The balance outstanding at December 31, 2016 and 2015 was \$0 and \$12,499, respectively.

4% note payable to Bank of New Hampshire due in monthly principal and interest payments of \$512 through January 2022. The note is collateralized by a mortgage on land and building, Elm Street, Laconia, New Hampshire. The original loan amount was \$66,900. The balance outstanding at December 31, 2016 and 2015 was \$25,104 and \$29,460, respectively.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

7. Long-term Debt (continued)

As discussed in Note 1, as a result of the adoption of ASU No. 2015-03, Simplifying the Presentation of Debt Issuance Costs, debt issuance costs were reclassified in the balance sheets from other assets to notes payable. As of December 31, 2016 and 2015, the outstanding principal balance of the note payable less unamortized debt issuance costs was \$21,935 and \$25,657, respectively. As of December 31, 2016 and 2015, unamortized debt issuance costs of \$3,169 and \$3,803, respectively, consist of debt issuance costs of \$12,679 less accumulated amortization of \$9,510 and \$8,876, respectively. During the year ended December 31, 2016 and 2015, amortization expense incurred was \$634 and \$634, respectively, and was included in interest expense in the statement of functional expenses.

5% note payable to Bank of New Hampshire assumed by LACLT through the purchase of the Pine Hill project on October 15, 2014. Monthly principal and interest payments of \$1,730 are due through December 2018. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. The original loan amount was \$262,000. The balance outstanding at December 31, 2016 and 2015 was \$39,375 and \$57,657, respectively.

As discussed in Note 1, as a result of the adoption of ASU No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, debt issuance costs were reclassified in the balance sheets from other assets to notes payable. As of December 31, 2016 and 2015, the outstanding principal balance of the note payable less unamortized debt issuance costs was \$35,823 and \$53,793, respectively. As of December 31, 2016 and 2015, unamortized debt issuance costs of \$3,552 and \$3,864, respectively, consist of debt issuance costs of \$9,350 less accumulated amortization of \$5,798 and \$5,486, respectively. During the year ended December 31, 2016 and 2015, amortization expense incurred was \$312 and \$312, respectively, and was included in interest expense in the statement of functional expenses.

4% note payable to Bank of New Hampshire due in monthly principal and interest payments of \$428 through January 2022. The note is collateralized by a mortgage on land and building, Pearl Street, Laconia, New Hampshire. The original loan amount was \$55,900. The balance outstanding at December 31, 2016 and 2015 was \$20,976 and \$24,615, respectively.

As discussed in Note 1, as a result of the adoption of ASU No. 2015-03, Simplifying the Presentation of Debt Issuance Costs, debt issuance costs were reclassified in the balance sheets from other assets to notes payable. As of December 31, 2016 and 2015, the outstanding principal balance of the note payable less unamortized debt issuance costs was \$20,876 and \$24,496, respectively. As of December 31, 2016 and 2015, unamortized debt issuance costs of \$100 and \$119, respectively, consist of debt issuance costs of \$385 less accumulated amortization of \$285 and \$266, respectively. During the year ended December 31, 2016 and 2015, amortization expense incurred was \$19 and \$19, respectively, and was included in interest expense in the statement of functional expenses.

3% note payable to Meredith Village Savings Bank due in monthly principal and interest payments of \$2,781 through December 31, 2039. The loan is being amortized over a thirty year period. The note is collateralized by a mortgage on real estate located in Meredith, New Hampshire and is subject to the terms of an Affordable Housing Program Agreement. The original loan amount was \$659,705. The balance outstanding at December 31, 2016 and 2015 was \$553,965 and \$570,412, respectively.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

7. Long-term Debt (continued)

Non-interest bearing note payable to Meredith Village Savings Bank in the amount of \$400,000, with actual total borrowing of \$401,641. The loan has been discounted using an imputed interest rate of 4.0%, which resulted in a discount of \$238,685 and \$244,952 at December 31, 2016 and 2015, respectively. The note is collateralized by a mortgage on real estate located in Meredith, New Hampshire and is subject to the terms of an Affordable Housing Program Agreement. No principal payments are due until the loan matures in full on January 22, 2024. The balance outstanding at December 31, 2016 and 2015 was \$162,956 and \$156,689, respectively.

Non-interest bearing note payable to New Hampshire Housing Finance Authority ("NHHFA") assumed by LACLT through the purchase of the Pine Hill project on October 15, 2014. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. No principal payments are due until the loan matures in full in May 2027. The original loan amount and balance outstanding at December 31, 2016 and 2015 was \$350,000 and \$350,000, respectively.

Non-interest bearing note payable to NHHFA assumed by LACLT through the purchase of AHNLP on June 24, 2013. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. No principal payments are due until the loan matures in full in October 2027. The original loan amount and balance outstanding at December 31, 2016 and 2015 was \$585,000 and \$585,000, respectively.

Non-interest bearing note payable to the City of Laconia, New Hampshire assumed by LACLT through the purchase of the Pine Hill project on October 15, 2014. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. No principal payments are due until the loan matures in full on June 1, 2018. The original loan amount and balance outstanding at December 31, 2016 and 2015 was \$234,072 and \$234,072, respectively.

Non-interest bearing note payable to the City of Laconia, New Hampshire assumed by LACLT through the purchase of AHNLP on June 24, 2013. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. No principal payments are due until the loan matures in full on December 31, 2016. The original loan amount and balance outstanding at December 31, 2016 and 2015 was \$154,938 and \$154,938, respectively.

Non-interest bearing note payable to the Laconia Housing Redevelopment Authority assumed by LACLT through the purchase of AHNLP on June 24, 2013. The loan amount is subject to a lien that does not require repayment unless the real property is conveyed to another party. The original loan amount and balance outstanding at December 31, 2016 and 2015 was \$35,900 and \$35,900, respectively.

6.5% note payable to Northway National Bank assumed by LACLT through the purchase of LNI, LP on April 4, 2016. The interest rate is adjusted every five years and is calculated by adding 2% to the five-year maturity index as published by the Federal Reserve Board, with a floor of 4.5%. Monthly principal and interest payments which reflect any change in the interest rate are due through October 29, 2021. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. The original loan amount was \$70,000. The balance outstanding at December 31, 2016 and 2015 was \$24,776 and \$0, respectively.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

7. Long-term Debt (continued)

As discussed in Note 1, as a result of the adoption of ASU No. 2015-03, Simplifying the Presentation of Debt Issuance Costs, debt issuance costs were reclassified in the balance sheets from other assets to notes payable. As of December 31, 2016, the outstanding principal balance of the note payable less unamortized debt issuance costs was \$19,092. As of December 31, 2016, unamortized debt issuance costs of \$5,684 consist of debt issuance costs of \$6,468 less accumulated amortization of \$784. During the year ended December 31, 2016 and 2015, amortization expense incurred was \$784 and was included in interest expense in the statement of functional expenses.

Non-interest bearing note payable to NHHFA assumed by LACLT through the purchase of LNI, LP on April 4, 2016. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. Payments are due from cash surplus until the loan matures in full on July 31, 2040. The original loan amount was \$150,000. The balance outstanding at December 31, 2016 and 2015 was \$76,927 and \$0, respectively.

Non-interest bearing note payable to Belknap County, New Hampshire assumed by LACLT through the purchase of LNI, LP on April 4, 2016. The note is collateralized by a mortgage on real estate located in Laconia, New Hampshire. No payments are due provided the property meets certain provisions covered under the Community Development Block Grant program through December 31, 2030. The original loan amount was \$464,000. The balance outstanding at December 31, 2016 and 2015 was \$464,000 and \$0, respectively.

Note payable to USDA Rural Development ("RD") assumed by LACLT through the purchase of Harvey Heights on November 1, 2016. The note is payable over a 30-year period, with an original loan amount of \$368, due November 1, 2046, with interest at the rate of 2.875%. Under an interest credit agreement signed at the outset of the project, RD reduces interest paid on the mortgage to 1%, resulting in a monthly debt service payment of \$1. Additionally, rents collected in excess of the base rent (overage) are remitted to RD as additional interest. The balance of the mortgage payable at December 31, 2016 and 2015 was \$368 and \$0, respectively.

Note payable to RD assumed by LACLT through the purchase of Harvey Heights on November 1, 2016. The note is payable over a 30-year period, with an original loan amount of \$145,330, due November 1, 2046, with interest at the rate of 2.875%. Under an interest credit agreement signed at the outset of the project, RD reduces interest paid on the mortgage to 1%, resulting in a monthly debt service payment of \$308. Additionally, rents collected in excess of the base rent (overage) are remitted to RD as additional interest. The balance of the mortgage payable at December 31, 2016 and 2015 was \$145,330 and \$0, respectively.

Note payable to RD in the amount of \$3,690,172 to purchase Harvey Heights on November 1, 2016. The note is collateralized by a mortgage on real estate located in Ashland and Meredith, New Hampshire. The note is payable over a 30-year period, due November 1, 2046, with interest at the rate of 2.875%. Under an interest credit agreement signed at the outset of the project, RD reduces interest paid on the mortgage to 1%, resulting in a monthly debt service payment of \$7,828. Additionally, rents collected in excess of the base rent (overage) are remitted to RD as additional interest. The balance of the mortgage payable at December 31, 2016 and 2015 was \$3,690,172 and \$0, respectively.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

7. Long-term Debt (continued)

Non-interest bearing repayable investment - payable to Local Initiatives Support Corporation ("LISC"). The loan is for the payment of predevelopment costs related to the Gilford Village Knolls Phase III affordable housing project. The agreement calls for advances up to \$45,000 and is payable on the earlier to occur of (i) the close of permanent financing for the project, or (ii) December 31, 2017. If the project cannot proceed due to a lack of financing or for some other reason, repayment of the note shall not be required. The balance outstanding at December 31, 2016 and 2015 was \$45,000 and \$0, respectively.

Maturities of long-term debt are as follows:

<u>December 31,</u>	
2017	\$ 284,372
2018	321,550
2019	69,488
2020	71,729
2021	72,197
Thereafter	<u>5,789,523</u>
Total long-term debt	6,608,859
Less: unamortized debt issuance costs	<u>(\$12,505)</u>
Total	<u>\$6,596,354</u>

8. Property Liens

New Hampshire Housing Finance Authority

NHHFA has provided funding for the renovation of LACLT's Avery Hill property. NHHFA has placed a land use restriction on the property. The restriction limits the use of the property through October 2027.

NHHFA has provided funding for the renovation of LACLT's Pine Hill property. NHHFA has placed a restriction on the property. The restriction states that the property may not be sold for a period of thirty years from the date of construction. If the property is sold within thirty years, then LACLT becomes liable to NHHFA for the contracted amount. LACLT's intention is to retain the property for the contract period.

NHHFA has provided funding for the renovation of LACLT's LNI property. NHHFA has placed a land use restriction on the property. The restriction limits the use of the property through January 2041.

9. In-Kind Contributions

During the year ended December 31, 2016, a parcel of land in Laconia, New Hampshire valued at \$3,600 was donated to LACLT.

A considerable amount of volunteer time, of which no readily ascertainable value could be obtained, was not recorded on the books of LACLT for the years ended December 31, 2016 and 2015.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

10. Grants and Awards

LACLT received \$357,046 and \$621,252 in grants and awards during the years ended December 31, 2016 and 2015, respectively. Grants are recorded when the awards are received.

11. Functional Allocation of Expenses

Expenses are charged to programs and supporting services on the basis of periodic time and expense studies. General and administrative expenditures include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of LACLT.

12. Restricted Reserves

Avery Hill

LACLT entered into a Regulatory Agreement with NHHFA in connection with the mortgage on Avery Hill. See Note 8. The Agreement requires LACLT to make monthly deposits in the amount of \$450 into a reserve for replacements. Withdrawals from this account cannot be made without the consent of NHHFA.

Restricted cash for the Avery Hill property were as follows:

	2016	2015
Replacement reserve	\$ 63,449	\$ 58,040
Operating reserve	22,932	22,928
Real estate tax escrow	7,469	235
Insurance escrow	3,521	3,379
Residual receipts reserve	111	111
Total	\$ 97,482	\$ 84,693

Pine Hill

LACLT entered into a Regulatory Agreement with NHHFA in connection with the mortgage on Pine Hill. See Note 8. The Agreement requires LACLT to make monthly deposits in the amount of \$625 into a reserve for replacements. Withdrawals from this account cannot be made without the consent of NHHFA.

Restricted cash for the Pine Hill property were as follows:

	2016	2015
Replacement reserve	\$ 77,186	\$ 69,676
Operating reserve	8,645	8,645
Tax and insurance escrow	12,760	3,079
Total	\$ 98,591	\$ 81,400

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

12. Restricted Reserves (continued)

LNI

LACLT entered into a Regulatory Agreement with NHHFA in connection with the mortgage on LNI. See Note 8. The Agreement requires LACLT to make monthly deposits in the amount of \$750 into a reserve for replacements. Withdrawals from this account cannot be made without the consent of NHHFA.

Restricted cash for the LNI property were as follows:

	2016
Replacement reserve	\$ 91,914
Operating reserve	70,742
Tax and insurance escrow	11,318
Total	\$ 173,974

Harvey Heights

LACLT entered into Regulatory Agreements with RD in connection with the mortgages on Harvey Heights. See Note 8. The Agreement requires LACLT to make monthly deposits in the amount of \$5,805 into a reserve for replacements. Withdrawals from this account cannot be made without the consent of RD.

Restricted cash for the Harvey Heights property were as follows:

	2016
Replacement reserve	\$ 297,879
Restricted cash held in escrow	25,729
Tax and insurance escrow	18,893
Total	\$ 342,501

13. Ground Lease

LACLT entered into a ground lease with an individual on March 21, 2003. The lease of land on Jameson Street, Laconia, is for a period of ninety-nine years with an option to renew for an additional period of ninety-nine years. The lease calls for monthly payments of \$25.

14. Concentration of Credit Risk

Financial instruments that potentially subject LACLT to a concentration of credit risk consist principally of cash and cash equivalents. LACLT cash balances at December 31, 2016 were FDIC insured, or collateralized by the bank's assets.

LACLT receives approximately 24% of its funding from grants. A reduction in the funding would impair its ability to operate. LACLT's management does not anticipate a reduction in funding.

LACONIA AREA COMMUNITY LAND TRUST, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

15. Equity Equivalent Investment

LACLT received an equity equivalent investment in the amount of \$110,000 from Meredith Village Savings Bank during the year ended December 31, 2008. A promissory note has been entered into requiring repayment of this investment on or before December 19, 2018 or such later date as may be determined by the lender. Interest shall be payable at an annual rate of 3% commencing on December 19, 2009 and at maturity. The outstanding balance at December 31, 2016 and 2015 was \$110,000 and \$110,000, respectively.

16. Amortization

Debt issuance costs, net of accumulated amortization, are presented as a deduction from the carrying value of the mortgage notes payable. Debt issuance costs include finance fees of \$6,468 which are amortized over 66 months, \$13,064 which are amortized over 20 years, \$22,501 which are amortized over 30 years, and \$4,343 which are amortized over 40 years. Amortization expense for the years ended December 31, 2016 and 2015 was \$3,483 and \$1,076, respectively. Amortization expense on debt issuance costs has been included as interest expense on the statement of functional expenses.

17. Commitments and Contingencies

LACLT has acted as sponsor for various low-income and affordable housing developments. These developments have received various forms of funding from federal, state and local sources. The terms of these funding agreements generally require that the projects maintain affordable housing and low-income eligibility status. If such status is not maintained, LACLT may be obligated to remedy any defaults in the requirements and may be liable to repay certain amounts to investors and lenders. Management is not aware of any instances of noncompliance that would impair its assets.

In addition, LACLT, as project sponsor, has, in some cases, agreed to advance funds to its related partnerships as guarantor of its or the general partner's obligation to fund operating deficits, development cost overruns, payments for reduced tax benefits to investors and other circumstances affecting the partnerships, as defined in the partnership agreements. As of the date of this report, LACLT was not obligated for any balance over what had been paid or advanced through December 31, 2016, see Note 6.

LACLT received a grant from Meredith Village Savings Bank in the amount of \$400,000 during the year ended December 31, 2014. The grant was restricted to the rehabilitation of rental real estate for the Harriman Hill Phase II project. LACLT entered into an affordable housing program agreement with Meredith Village Savings Bank. The agreement stipulates that the project comply with certain affordability restrictions for 20 years. If the stipulations of the agreements are not met, the grant is subject to recapture in full. LACLT believes it is in compliance with the restrictions at December 31, 2016 and 2015.

18. Loss on Disposition of Investment

During the year ended December 31, 2016, LACLT purchased the assets of LNI, LP. As a result of the purchase, LACLT disposed of its investment in the partnership and recognized a loss of \$195,755.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF THE FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Laconia Area Community Land Trust, Inc.
Laconia, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Laconia Area Community Land Trust (LACLT), Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 23, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered LACLT's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of LACLT's internal control. Accordingly, we do not express an opinion on the effectiveness of LACLT's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether LACLT's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nesseralla & Company, LLC

Manchester, New Hampshire

March 23, 2017

LACONIA AREA COMMUNITY LAND TRUST, INC.
SUPPLEMENTAL SCHEDULE OF RENTAL INCOME AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016

	Elm (Fore) Street	44 Pearl Street	155/157 Oak Street	24 Walnut Street	334 South Main Street	199 Washington Street	79 Lincoln Street	21 Winter Street
Rental and Other Income	\$ 18,831	\$ 21,330	\$ 19,790	\$ 17,996	\$ 22,618	\$ 16,556	\$ 18,357	\$ 32,411
Operating Expenses								
Insurance	1,808	952	836	1,140	952	836	1,044	2,152
Advertising	15	8	8	11	11	8	8	19
Professional fees	540	450	600	585	600	570	524	585
Depreciation	8,128	4,145	5,358	3,426	2,499	5,608	6,015	5,661
Bad debt expense	1,274	-	-	-	-	-	148	737
Repairs and maintenance	20,503	3,803	1,142	5,357	3,162	6,905	6,435	5,781
Utilities	5,983	982	1,637	1,143	866	1,944	1,555	3,453
Snow and trash removal	838	362	381	553	572	344	400	955
Property taxes	4,514	3,824	3,314	4,296	3,300	3,035	4,066	3,413
Water and sewer	3,186	1,271	893	1,818	1,556	811	1,337	1,620
Miscellaneous	157	38	38	97	58	75	53	95
Management fees	2,916	1,458	1,458	2,187	2,187	1,458	1,458	3,645
Interest	1,110	926	-	-	-	-	-	91
Interest - amortization of debt issuance costs	634	19	-	-	-	-	1,734	-
Total Operating Expenses	51,606	18,238	15,665	20,613	15,763	21,594	24,777	28,207
Income (Loss)	\$ (32,775)	\$ 3,092	\$ 4,125	\$ (2,617)	\$ 6,855	\$ (5,038)	\$ (6,420)	\$ 4,204

Supplemental Information:

Principal repayment of loans	4,356	3,639	-	-	-	-	-	5,961
Depreciation	8,128	4,145	5,358	3,426	2,499	5,608	6,015	5,661

See accompanying notes

LACONIA AREA COMMUNITY LAND TRUST, INC.
SUPPLEMENTAL SCHEDULE OF RENTAL INCOME AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016

	23 Winter Street	Frances Court	Noyes Road	Avery Hill	Pine Hill	LNI	Harvey Heights	Totals
Rental and Other Income	\$ 26,235	\$ 83,910	\$ 10,200	\$ 109,911	\$ 147,469	\$ 96,208	\$ 94,066	\$ 735,888
Operating Expenses								
Insurance	2,152	3,654	380	4,876	8,428	6,409	3,417	39,036
Advertising	19	-	-	53	198	48	469	875
Professional fees	509	-	-	1,425	1,364	855	-	8,607
Depreciation	7,138	16,775	3,491	26,314	15,450	3,632	10,793	124,433
Bad debt expense	1,248	-	-	-	2,371	-	2,394	8,172
Repairs and maintenance	12,784	9,291	632	24,997	36,157	24,221	26,590	187,760
Utilities	4,129	1,596	-	-	12,263	3,569	4,756	43,876
Snow and trash removal	878	6,676	-	4,644	4,670	2,800	5,255	29,328
Property taxes	3,426	9,704	2,719	12,012	15,999	10,429	7,861	91,912
Water and sewer	2,070	8,003	320	9,965	11,441	7,118	3,488	54,897
Miscellaneous	148	236	-	450	641	374	497	2,957
Management fees	3,645	7,440	-	10,206	13,122	10,045	7,750	68,975
Interest	89	16,920	-	-	2,442	897	18,659	41,134
Interest - amortization of debt issuance costs	-	-	-	-	312	784	-	3,483
Total Operating Expenses	38,235	80,295	7,542	94,942	124,858	71,181	91,929	705,445
Income (Loss)	\$ (12,000)	\$ 3,615	\$ 2,658	\$ 14,969	\$ 22,611	\$ 25,027	\$ 2,137	\$ 30,443

Supplemental Information:

Principal repayment of loans	6,538	16,447	-	-	18,282	3,046	-	58,269
Depreciation	7,138	16,775	3,491	26,314	15,450	3,632	10,793	124,433

See accompanying notes

Laconia Area Community Land Trust, Inc.

BOARD OF DIRECTORS

NAME & TITLE	EMPLOYER	JOB TITLE
Jason Hicks Chair	Meredith Village Saving Bank	Senior Vice President / Corp. Treasurer
Frances Strayer Vice Chair	Plymouth State University	Coordinator of Field Education in Social Work
Geoff Ruggles Treasurer	Town of Bow	Finance Director
Chris Walkley Vice Treasurer	Bank of New Hampshire	Assistant Vice President / Commercial Banker
Caitlin McCurdy Secretary	McLane Middleton	Associate Attorney
Erin Weller Vice Secretary	Paramount Settlement Services	Processor
Aaron Bassett Board Member	Burrito Me	Owner
Peg Colburn Board Member	Tenant Representative	
Ashley Davis Board Member	Four Seasons - Sotheby's International Realty	Broker Associate
Megan Fairbanks Board Member	Tenant Representative	
Dana Nute Board Member	Resilient Buildings Group, Inc.	General Manager
Benjamin Wilson, AAMS Board Member	Edward Jones	Financial Advisor

Eliza P. Phinney

EDUCATION:

Juniata College: Huntingdon, PA
Bachelor of Arts: Peace, Conflict, and Gender Studies

May 2013

PROFESSIONAL EXPERIENCE:

Laconia Area Community Land Trust

Resident Services Coordinator

February 2016 – Present

Laconia, NH

- Work directly with families in the transitional housing program to create intensive goal plans that promote economic independence and self-sufficiency and ensure families remain on track to graduate from the program.
- Collaborate with property management to identify all residents who are in need of supportive counseling and assistance and ensure connections to relevant community resources and support services.
- Promote resident engagement in all neighborhoods through the implementation of a new community garden and other community events.

Greater Lakes Child Advocacy Center

Family Support Specialist

October 2015 – February 2016

Laconia, NH

- Work collaboratively with local police departments, Child Protective Service Workers, and County Attorney's office to conduct forensic interviews for children and adolescents who have been victims of sexual abuse.
- Provide comprehensive support and advocacy throughout the forensic interview process by ensuring children and their non-offending caregivers are connected to appropriate resources, and are informed about each step of the adjudication process.

New Beginnings- Without Violence and Abuse

Direct Service Coordinator & Domestic Violence Specialist

August 2014 – August 2015

Laconia, NH

- Coordinate the orientation and training of new direct service personnel and volunteers in all facets of the agency, and relevant agency contacts.
- Conduct trauma-informed domestic violence trainings at local police departments.
- Work collaboratively with the Division of Children, Youth, and Families to ensure families who have been victimized have the appropriate supports and connections in the community and provide safe and supportive environments.
- Engage, educate, and empower victims of domestic and sexual violence to make the best decisions for themselves, respecting that they must make responsible decisions for their lives

New Beginnings- Without Violence and Abuse

AmeriCorps Victim Assistance Program Advocate

September 2013 – August 2014

- Advocate for survivors of sexual and domestic violence by assisting victims presenting at area hospitals, responding to crises via the 24-hour hotline, supporting families at the child advocacy center for child sex abuse victims, aiding victims seeking protective orders at the county circuit court, and providing ongoing individual victim support as needed.
- Researched, created, and currently facilitate the agency's first weekly teen support groups for 13 to 17 year old girls at area high schools.
- Implement the All-State curriculum to increase financial literacy with victims of domestic violence.

Trust Women: Foundation and Political Action Committee

Fundraising and Development Intern

June 2012 - September 2012

Wichita, KS

- Worked with a staff of four to expand reproductive freedom by supporting the initiative to reopen a full spectrum women's health clinic.
- Conducted administrative and office support tasks, reporting directly to the executive director.
- Optimized donor engagement by facilitating a variety of fundraising activities including direct, personal appeals via telephone solicitation.

COMMUNITY INVOLVEMENT:

Family Violence Prevention Council of Belknap County: Secretary;
Belknap County Homeless Continuum of Care: Council Member

October 2013 – February 2016

October 2013 - Present

Carmen R. Lorentz

EXPERIENCE

January 2017 to
present

LAKES REGION COMMUNITY DEVELOPERS, Laconia, NH
Executive Director

- Serves as chief executive officer with responsibility for the overall operation and administration of a \$46 million real estate portfolio.
- Works with an active board of directors and oversees a staff of 7, as well as several contractors, to implement the organization's strategic plan.

January 2014 to
December 2016

**NH DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT,
Concord, NH**
Director, Division of Economic Development

- Facilitated new strategic plan to guide resource allocation and engage stakeholders.
- Acquired new data tools to bring best practices in economic development to the division and to provide more valuable programs to stakeholders.
- Led development of new marketing program, including new website, publications, and target industry public relations.
- Crafted biennial budget requests and advocated budget needs to the Governor's office and Legislature throughout the budget development process.

March 2011 to
January 2014

BELKNAP ECONOMIC DEVELOPMENT COUNCIL, Laconia, NH
Executive Director

- Facilitated new strategic plan with 20-member board of directors to articulate how the organization would serve the region's community and economic development needs in the post-recession landscape.
- Re-branded Belknap EDC and created new web and social media presence and a radio partnership for community engagement.
- Created www.lakesregioninternships.com in partnership with local IT firm for workforce development, retention of young talent.
- Created Lakes Region Manufacturing Week with industry partners – 400 visits by students and local residents in March 2013, 150 visits in October 2013.
- Started "Meet the Lakes Region's Young Talent" – profiles of young professionals.
- Won over \$1 million in grant-funding for strategic projects in 2.5 years.

April 2006 to
February 2011

CAMOIN ASSOCIATES, INC., Saratoga Springs, NY
Senior Economic Development Specialist

- Senior project manager for 30+ clients with diverse needs in planning, grant writing & administration, fiscal & economic impact analysis, and market analysis.
- Won over \$10 million in grant funding for client projects.
- Supervised five consultants; served on senior management team.
- Responsible for building strategic partnerships with engineering & planning firms.

September 2005
to April 2006

NEW YORK STATE DIVISION OF THE BUDGET, Albany, NY

Analyst, Management and Governmental Relations Unit

- Drafted legislation to create a fiscal alert system to identify distressed municipalities.
- Analyzed the local impact of Executive Budget proposals and responded to questions from legislative staff and local government officials.

May 2002 to May
2005

OPEN SOCIETY INSTITUTE, Washington, DC

Program Associate – Latin America

- Drafted annual grant-making strategy and \$9 million budget.
- Managed a \$5 million grants portfolio, including over 30 grantees at any given time.
- Represented the foundation at high-level meetings with US and Latin American government officials and policy analysts from the nongovernmental sector.

August 2001 to
December 2001

AMNESTY INTERNATIONAL – USA, Washington, DC

Acting Advocacy Director for the Americas

- Lobbied congressional staff on human rights issues in Latin America.
- Served as on-the-record spokesperson.

June 1999 to July
2001 and part-time
March-April 2002

LATIN AMERICA WORKING GROUP, Washington, DC

Program Assistant

- Lobbied congressional staff on drug policy and human rights issues in Mexico.
- Conducted advocacy training workshops for coalition staff members.
- Responsible for fundraising and office management.

EDUCATION
2005

UNIVERSITY OF MARYLAND, College Park, MD

Master of Public Policy, specialization in Public Sector Financial Management

1999

THE GEORGE WASHINGTON UNIVERSITY, Washington, DC

Bachelor of Arts in International Affairs and Latin American Studies

Graduated summa cum laude and Phi Beta Kappa.

ORGANIZATIONS

Board of Directors, Stay Work Play NH
Board of Directors, NH Economic Development Association
Board of Directors, Winnepesaukee Playhouse
Advisory Board Member, Lakes Region Community College

LANGUAGES

Proficient in Spanish.

STUART P. La SALLE
FINANCE DIRECTOR

SUMMARY

Highly accomplished manager with experience in diverse industries including manufacturing, retail/wholesale distribution, restaurant/hospitality and non-profit. Proven ability to develop policies and procedures to improve operations and reach company's profit objective. Ability to confidently act as a liaison to financial, banking and insurance institutions as well as governmental agencies. Ability to maintain a high level of emotional intelligence leadership competencies.

EXPERIENCE

LACONIA AREA COMMUNITY LAND TRUST, LACONIA, NH

10/2006-Present

Finance Director & Asset Manager

Responsible for the overall financial management, financial records and human resource administration functions of a community land trust non-profit. Also serve as the asset manager, responsible for ensuring that housing properties are properly managed and maintained consistent with standards set by the organization and that the requirements of investors, funders and property governing documents are met.

HAVENWOOD-HERITAGE HEIGHTS, CONCORD, NH

4/2006-9/2006

Financial Services Manager

Supervised the accounting staff in the financial services department that included payroll and accounts payable. Responsible for the timely review of the monthly reconciliation of general ledger accounts. Responsible for the review of all purchase order requests and maintained the purchasing management system. Hands-on management of the Medicaid program and the Resident Trust Fund. Assisted CFO with special projects as needed.

BARON MACHINE CO., INC., LACONIA, NH

2000-2006

Controller

Hands-on responsibility for all day-to-day accounting functions of the organization. Maintained records and developed procedures that generated quantitative reports on the company's operation to satisfy the needs of stockholders, managers, creditors and governmental agencies. Provided the management team with meaningful interpretation of the information and assisted in policy setting, planning and control of the business. Involved in establishing or improving, coordinating and administering the systems necessary in controlling the operations.

Participated in the development of the short-range and long-range business plans. Acted as a sounding board for key members of the management team.

DECORATIVE INTERIORS, INC., LACONIA, NH

1997-2000

Accounting Manager

Managed accounts payable, accounts receivable, payroll and human resources. Produced meaningful monthly financial statements. Worked directly with the owners in the development of short-range and long-range business plans. Established a new banking relationship enabling company to secure bank financing.

STUART P. La SALLE

F & M RESTAURANTS, INC., GILFORD, NH

1986-1997

Vice President Finances & Operations

Planned, directed and coordinated systems designed to ensure that aims, goals and objectives of company were accomplished in accordance with prescribed priorities and funding conditions. These included a cost accounting and inventory control system, a financial planning, control and analysis system, and a management information system. Reviewed reports and modified systems as required. Conferred with key team members to provide advice and assist in problem solving.

GILFORD RESORT GROUP, GILFORD, NH

1987-1990

General Partner

Utilized knowledge of financial and managerial procedures to assist in developing, selling and managing *B. Mae's Resort Inn* and *B. Mae's Vacation Suites*. Devised procedures and reports to help secure bank financing. Assisted with installation and analysis of computer system. Worked directly with sales staff.

B. MAE DENNY'S, INC., GILFORD, NH

1983-1986

Controller

Developed accounting procedures to evaluate company's financial systems and internal controls.

Ensured that records were accurate and controls adequate to protect against waste. Reviewed company's operations and evaluated efficiency. Provided management with quantitative reports and meaningful interpretations.

EDUCATION

NeighborWorks America, Washington, DC
Certified Housing Asset Manager (2013)

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH
Certificate in Professional Coaching (2003)

SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH
Graduate School (Managerial Accounting, 1987)
B.S. in Accounting (1981)

CITY UNIVERSITY OF NEW YORK, Long Island City, NY
A.A.S. in Accounting (1979)

NATIONAL CREDIT OFFICE, New York, NY
Credit and Financial Statement Analysis (1976)

AFFILIATIONS

BELKNAP COUNTY ECONOMIC DEVELOPMENT COUNCIL
At-Large Incorporator

GILFORD VILLAGE KNOLLS – SENIOR HOUSING
Board Treasurer

JOAN E. CELLUPICA

Accounting professional with over 15 years experience. Areas of expertise include accounts payable, payroll, general ledger, tax preparation, budget preparation, and inventory management. Responsible, detail oriented with strong analytical, problem solving, communication and interpersonal skills.

EXPERIENCE

Laconia Area Community Land Trust, Inc., Laconia, NH

4/2012 – Present

ACCOUNTING MANAGER 1/2015 to Present

Prepares and processes A/P, A/R, Payroll and PR Taxes. Compiles, verifies, and generates financial reports. Reconciles bank statements, Petty Cash and G/L accounts, prepares deposits and enters journal entries. Compiles and verifies costs for on-going Housing Development Projects.

OFFICE MANAGER 4/2012 – 12/2014

Responsible for a range of administrative, clerical and accounting duties to support the daily operations of the organization. Duties include but are not limited to A/R, A/P, G/L, Payroll and the purchasing office supplies.

New Hampshire Historical Society, Concord, NH

2011-2012

ACCOUNTANT 2011-2012

Duties include daily deposits, preparing A/P, reconciliations, month end closing entries. Compile, generate distribute management reports, as required.

Lutheran Social Services of NE, Inc., Concord, NH

2008-2010

SENIOR STAFF ACCOUNTANT 2009-2010

Responsible for all G/L entries and maintenance through financial statements for three subsidiaries. Compiled, verified, generated and distributed financial statements. Reconciled bank statements and G/L accounts, prepared and entered journal entries. Maintained Fixed Asset Ledger. Provided support to Service Line Managers by researching questions regarding revenue and expenses.

SENIOR PAYROLL ACCOUNTANT 2008-2009

Responsible for all aspects of the processing and payment of the Bi-weekly payroll for two subsidiaries. Prepared, verified and filed quarterly payroll tax returns. Enrolled and administered employee benefits. Prepared and verified W-2 information. Compiled, generated and distributed various payroll reports, as required. Researched and resolved all payroll problems.

Isola USA/Polyclad Laminates, Inc., Franklin, NH

1997-2007

STAFF ACCOUNTANT 2003-2007

Prepared various month end-closing entries, including accrued depreciation. Reconciled general ledger accounts and bank statements. Created and maintained information for on line wire transfers. Reconciled and invoiced Inter-company accounts. Prepared and filed various Sales and Use Tax Returns. Tracked, reported and processed additions / disposals to Fixed Asset Ledger and G/L. Assisted Inter-companies with Fixed Asset setup and problem solving, as needed. Provide support to Project Managers for CIP budgeting. Conducted Fixed Asset Inventories. Compiled and generated reports, as required.

ACCOUNTING SUPERVISOR 1999-2003

Duties included responsibility for processing and payment of accounts payable for domestic plants, hiring, training and supervision of A/P staff, resolution of A/P problems, month end close and related journal entries, issuing 1099's, filing of various tax returns, working with internal and external auditors.

JUNIOR STAFF ACCOUNTANT 1997-1999

Keyed and maintained Fixed Assets in Prism, assisted with budgeting and A/P, reconciled bank statements.

EDUCATION:

BS, Accounting, Southern New Hampshire University, Manchester, NH

Project Management Certificate, New Hampshire Community Technical College, Concord, NH

SKILLS & ABILITIES:

- Excel / Word / Outlook Express
 - JDE / Prism / MIP/ Financial Edge / Raisers Edge
 - Green Belt, Six Sigma Training / 1099 Training
 -
-

AFFILIATIONS: Delta Mu Delta, Honor Society in Business, New Hampshire College

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eliza Phinney	Resident Services Coordinator	\$41,000	61%	\$25,000
Carmen Lorentz	Executive Director	\$112,200	0%	\$0
Stuart LaSalle	Finance Director	\$91,800	0%	\$0
Joan Cellupica	Accounting Manager	\$43,500	0%	\$0

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

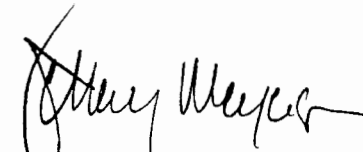
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

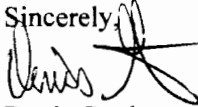
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.9

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Laconia Area Community Land Trust, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 658 Union Avenue, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$42,500 from \$85,000 to read: \$127,500.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

CAL

5-10-17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

Laconia Area Community Land Trust, Inc.

5/11/17
Date

[Signature]
Name:
Title: Executive Director

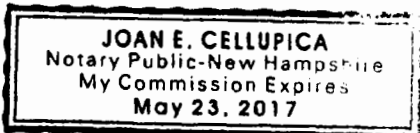
Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE County of BELKNAP on MAY 11, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Joan E Cellupica
Signature of Notary Public or Justice of the Peace

JOAN E. CELLUPICA
Name and Title of Notary or Justice of the Peace

My Commission Expires: MAY 23, 2017



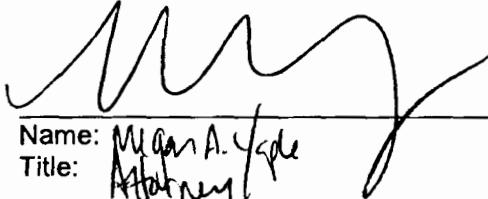
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

~~5/20/17~~ 5/30/17
Date


Name: Megan A. Yegor
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$42,500.00
SFY17	not to exceed \$42,500.00
SFY18	not to exceed \$42,500.00
July 1, 2015 – June 30, 2018:	not to exceed \$127,500.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$127,500.00
Total program amount	\$127,500.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

CPW
Date 5-10-17



Exhibit B – Amendment #1

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

CPW

5-10-17



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

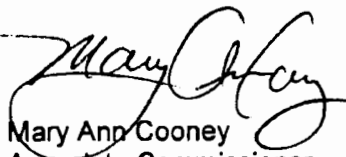
The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belnap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

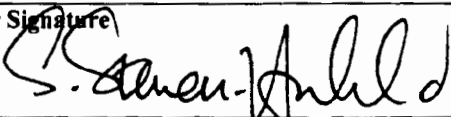
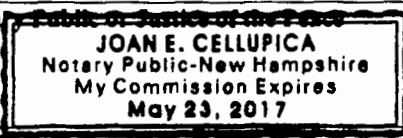
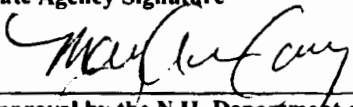
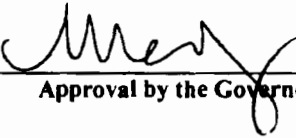
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Laconia Area Community Land Trust, Inc.		1.4 Contractor Address 658 Union Avenue Laconia NH 03246	
1.5 Contractor Phone Number 603-524-0747 Ext. 107	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$85,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SAL STEVEN-HUBBARD HOUSING DEVELOPMENT DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>BELKNAP</u> On <u>7/1/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JOAN E. CELLUPICA, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN CONWAY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York-Attorney On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.


4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 7/11/2015

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: *SSA*
Date: *7/1/2005*

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

ESL
7/14/2015



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

SGIA
7/1/2015



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

SSA
7/14/2015



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$42,500.00
SFY17	not to exceed \$42,500.00

July 1, 2015 – June 30, 2017: not to exceed \$85,000.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$85,000.00
Total program amount	\$85,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

SGIA
7/1/2015



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

SA
7/1/2015



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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7/1/2015

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

658 Union Ave., LACONIA, NH 03246
85 Elm Street, LACONIA, NH 03246

Check if there are workplaces on file that are not identified here.

7/1/2015
Date

Contractor Name: LACONIA AREA Community
Land Trust, Inc.
S. Steven Hubbard
Name: SAZ STEVEN HUBBARD
Title: HOUSING DEVELOPMENT DIRECTOR

Contractor Initials SSH
Date 7/1/2015



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

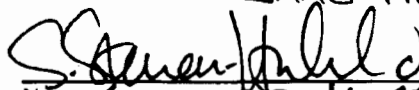
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: LACONIA AREA COMMUNITY
LAND TRUST, INC.

7/1/2015
Date


Name: STEVE HUBBARD
Title: HOUSING DEVELOPMENT DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

SBH

7/1/2015



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7/1/2015
Date

Contractor Name: LACONIA AREA Community
Land Trust, Inc.

Name: SARA STEVENS
Title: HOUSING DEVELOPMENT DIRECTOR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

7/7/2015

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

7/1/2015
Date

Contractor Name: LACONIA AREA COMMUNITY
KAYE TRUST, INC.
[Signature]
Name: SAZ STEVEN THIBBARD
Title: HOUSING DEVELOPMENT DIRECTOR

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials [Signature]



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.

7/1/2015
Date

Contractor Name: Laconia Area Community
Land Trust, Inc.
S. Steven Hubbard
Name: SAZ STEVEN HUBBARD
Title: HOUSING DEVELOPMENT DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

CSA

7/1/2015



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
Date *7/1/2015*



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

CSA

7/1/2015



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

CSH

Date *7/1/2015*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

CS/ST
7/1/2015



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHH S
The State

Mary Ann Cooney
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

7/17/15
Date

Laconia Area Community Land Trust, Inc
Name of the Contractor

S. Steven Hubba
Signature of Authorized Representative

SAC STEVEN HUBBARD
Name of Authorized Representative

HOUSING DEVELOPMENT DIRECTOR
Title of Authorized Representative

7/1/2015
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: LACONIA AREA COMMUNITY LAND
TRUST, INC.

S. Steven Kubbard

Name: SAL STEVEN KUBBARD
Title: HOUSING DEVELOPMENT DIRECTOR

7/1/2015
Date

SK
7/1/2015



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: 86-862-8025
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

WMA
7/1/2015





**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Marguerite's Place, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 87 Palm Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$30,000 from \$90,000 to read: \$120,000
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: Christie Tappan
Title: Associate Commissioner

Marguerite's Place, Inc.

January 18, 2018
Date

Barbara Allves
Name: Barbara A. Allves
Title: CEO/PRESIDENT

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on January 18, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Christa Tsechrintzis
Signature of Notary Public or Justice of the Peace

Christa Tsechrintzis - Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: January 18, 2021



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/16
Date

[Signature]
Name: Megan Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$30,000.00
SFY17	not to exceed \$30,000.00
SFY18	not to exceed \$30,000.00
SFY19	not to exceed \$30,000.00

July 1, 2015 – June 30, 2019: not to exceed \$120,000.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Transitional Shelter Services	\$120,000.00
Total program amount	\$120,000.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

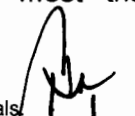

1/18/18



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

Bidder/Program Name: Marguerite's Place

New Hampshire Department of Health and Human Services

Budget Request for: State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages			\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00

Indirect As A Percent of Direct

#DIV/0!

Contractor Initials 3/21/18
Date DM

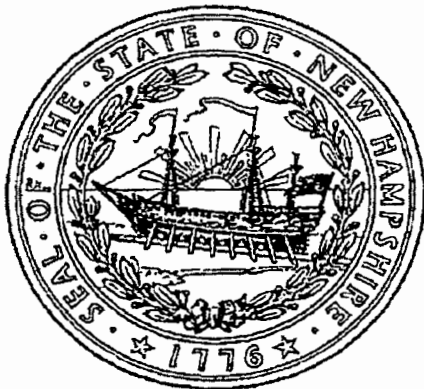
State of New Hampshire

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 registered to transact business in New Hampshire on July 21, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 193531



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 21st day of February A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Deborah Novotny, do hereby certify that:

(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Marguerite's Place, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on March 21, 2018:

(Date)

RESOLVED: That the Interim Executive Director

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 21st day of March, 2018.

(Date Amendment Signed)

4. Mary Jordan is the duly elected Interim Executive Director

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

Deborah Novotny
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of March, 2018,

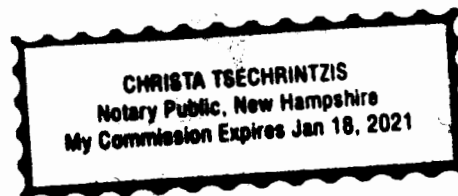
By Deborah Novotny

(Name of Elected Officer of the Agency)

Christa Tsechintzis
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 1/18/21



I, Deborah Novotny, 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 January 17, 2018.

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 President/CEO 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 she 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 January 17, 2018. Barbara A. Alves is the duly elected President/CEO of the Corporation.

Deborah Novotny
Signature of the Board Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th Day of January, 2018 by Deborah Novotny, Secretary.

Christa Tsechrintzis
Name: Christa Tsechrintzis
Title: Notary Public/Justice of the Peace
Commission Expires: January 18, 2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street PO Box 1089 Nashua NH 03061	CONTACT NAME: Cathy Beauregard	
	PHONE (A/C, No, Ext): 603-882-2766	FAX (A/C, No):
E-MAIL ADDRESS: cbeauregard@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective Insurance Group		14376
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED MARPL
 Marguerite's Place, Inc. &
 MP Housing
 85 Palm Street
 Nashua NH 03060

COVERAGES

CERTIFICATE NUMBER: 1452629099

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			S2290681	10/7/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2290681	10/7/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			S2290681	10/7/2017	11/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9057639	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Information: No Excluded officers; Coverage for NH.

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Department of Health & 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**MARGUERITE'S
PLACE**

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.

Financial Statements

For The Years Ended December 31, 2016 and 2015

Independent Auditors' Report

To The Board of Directors
Marguerite's Place, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of Marguerite's Place, Inc., which comprise the statements of financial position as of December 31, 2016 and 2015, 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.

Auditors' Responsibility

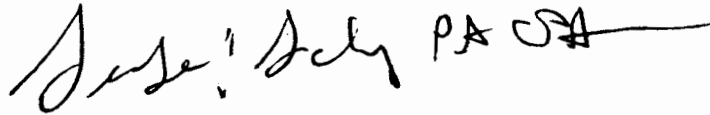
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about 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.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marguerite's Place, Inc. as of December 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Joseph J. Kelly CPA" followed by a horizontal line.

June 21, 2017

MARGUERITE'S PLACE, INC.
STATEMENTS OF FINANCIAL POSITION
December 31, 2016 and 2015

	2016	2015
ASSETS		
<u>CURRENT ASSETS</u>		
Cash	\$ 211,517	\$ 225,360
Cash restricted	33,675	33,538
Investments	1,438,829	1,351,670
Accounts receivable, net of allowance for bad debt \$6,000 and \$0 in 2016 and 2015 respectively	23,689	17,876
Prepaid expenses	24,967	22,903
	1,732,677	1,651,347
<u>PROPERTY & EQUIPMENT</u>		
Land, building and improvements	1,041,445	1,033,305
Equipment	63,611	55,515
Furniture and fixtures	59,462	59,462
	1,164,518	1,148,282
Less accumulated depreciation	(604,139)	(561,092)
	560,379	587,190
	\$ 2,293,056	\$ 2,238,537
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Accrued expenses	\$ 18,780	\$ 18,297
Security deposits	2,944	1,840
	21,724	20,137
<u>LONG-TERM DEBT</u>	333,520	333,520
<u>NET ASSETS</u>		
Unrestricted	1,835,855	1,786,381
Temporarily restricted	21,457	17,999
Permanently restricted	80,500	80,500
	1,937,812	1,884,880
	\$ 2,293,056	\$ 2,238,537

The Accompanying Notes Are An Integral Part
of These Financial Statements.

MARGUERITE'S PLACE, INC.
STATEMENTS OF ACTIVITIES
For The Years Ended December 31, 2016 and 2015

	2016				2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES								
Department of Health and Human Services - State of New Hampshire	\$ 190,206	\$ -	\$ -	\$ 190,206	\$ 175,636	\$ -	\$ -	\$ 175,636
City of Nashua	11,000	11,000	-	22,000	10,928	10,929	-	21,857
MP Housing contribution	185,081	-	-	185,081	80,000	-	-	80,000
Contributions	142,982	5,000	-	147,982	200,828	3,725	-	204,553
In-kind contribution	14,417	-	-	14,417	8,816	-	-	8,816
In-kind contribution - interest	33,372	-	-	33,372	33,352	-	-	33,352
Special events	156,912	-	-	156,912	107,848	-	-	107,848
Client fees	119,924	-	-	119,924	124,604	-	-	124,604
Investment income	102,569	-	-	102,569	(15,369)	-	-	(15,369)
Net assets released from restrictions								
Satisfaction of purpose restriction	12,542	(12,542)	-	-	31,769	(31,769)	-	-
TOTAL PUBLIC SUPPORT AND REVENUES	969,005	3,458	-	972,463	758,412	(17,115)	-	741,297
EXPENSES								
Supportive services	300,376	-	-	300,376	321,193	-	-	321,193
Childcare	387,313	-	-	387,313	384,941	-	-	384,941
Administrative	152,338	-	-	152,338	151,451	-	-	151,451
Fundraising	79,504	-	-	79,504	80,984	-	-	80,984
TOTAL EXPENSES	919,531	-	-	919,531	938,569	-	-	938,569
Change in net assets	49,474	3,458	-	52,932	(180,157)	(17,115)	-	(197,272)
NET ASSETS, Beginning of Year	1,786,381	17,999	80,500	1,884,880	1,966,538	35,114	80,500	2,082,152
NET ASSETS, End of Year	\$ 1,835,855	\$ 21,457	\$ 80,500	\$ 1,937,812	\$ 1,786,381	\$ 17,999	\$ 80,500	\$ 1,884,880

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, 2016

	Supportive Services	Childcare	Total Program	Administrative	Fundraising	Total Expenses
Salaries	\$ 165,953	\$ 246,489	\$ 412,442	\$ 86,529	\$ 50,631	\$ 549,602
Fringe benefits	20,875	34,820	55,695	11,553	-	67,248
Payroll taxes	13,276	19,747	33,023	8,608	3,873	45,504
Telephone	1,225	2,477	3,702	646	483	4,831
Postage	447	453	900	304	134	1,338
Dues/subscriptions	192	166	358	3,064	380	3,802
Printing/office supplies	2,191	2,593	4,784	1,755	727	7,266
Staff travel	820	465	1,285	352	182	1,819
Staff development	410	1,532	1,942	357	-	2,299
Repairs/maintenance	4,407	8,421	12,828	1,261	-	14,089
Water/sewer	3,181	1,085	4,266	711	-	4,977
Utilities	3,374	4,384	7,758	1,397	-	9,155
Insurance	13,222	11,925	25,147	3,429	-	28,576
Exterminator	1,056	-	1,056	-	-	1,056
Household supplies	1,091	1,514	2,605	48	-	2,653
Dietary costs	435	14,033	14,468	817	-	15,285
Contractual costs	3,573	3,574	7,147	2,512	-	9,659
Public relations	106	111	217	845	-	1,062
Professional fees	2,942	2,771	5,713	3,000	-	8,713
Resident's needs/activities	2,990	203	3,193	-	-	3,193
Real estate taxes	4,164	892	5,056	892	-	5,948
Miscellaneous	3,841	2,729	6,570	3,435	-	10,005
Bad debts	-	9,611	9,611	-	-	9,611
Substitute teachers and RA's	410	567	977	-	-	977
Special events costs	-	-	-	-	23,094	23,094
Investment fees	-	-	-	11,350	-	11,350
Total expenses before depreciation and mortgage interest	250,181	370,562	620,743	142,865	79,504	843,112
Depreciation	21,467	13,401	34,868	8,179	-	43,047
In-kind interest expense	28,728	3,350	32,078	1,294	-	33,372
Total expenses	\$ 300,376	\$ 387,313	\$ 687,689	\$ 152,338	\$ 79,504	\$ 919,531

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, 2015

	Supportive Services	Childcare	Total Program	Administrative	Fundraising	Total Expenses
Salaries	\$ 174,663	\$ 248,214	\$ 422,877	\$ 84,495	\$ 49,222	\$ 556,594
Fringe benefits	27,358	35,353	62,711	10,541	-	73,252
Payroll taxes	14,559	20,421	34,980	8,285	3,765	47,030
Telephone	1,031	2,389	3,420	541	440	4,401
Postage	645	629	1,274	451	192	1,917
Dues/subscriptions	272	197	469	3,176	405	4,050
Printing/office supplies	2,007	2,480	4,487	1,440	659	6,586
Staff travel	1,336	359	1,695	316	223	2,234
Staff development	240	884	1,124	1,110	-	2,234
Repairs/maintenance	11,547	3,016	14,563	1,445	-	16,008
Water/sewer	3,515	1,125	4,640	702	-	5,342
Utilities	2,764	4,603	7,367	1,432	-	8,799
Insurance	12,104	10,376	22,480	3,570	-	26,050
Exterminator	968	-	968	-	-	968
Household supplies	1,267	950	2,217	-	-	2,217
Dietary costs	672	14,415	15,087	456	-	15,543
Contractual costs	2,685	7,685	10,370	3,386	-	13,756
Public relations	-	-	-	633	-	633
Professional fees	2,814	2,895	5,709	2,828	-	8,537
Resident's needs/activities	3,476	1,170	4,646	17	-	4,663
Real estate taxes	4,075	873	4,948	873	-	5,821
Miscellaneous	1,169	3,531	4,700	7,771	-	12,471
Bad debts	-	4,402	4,402	-	-	4,402
Substitute teachers and RA's	-	3,137	3,137	-	-	3,137
Special events costs	-	-	-	-	26,078	26,078
Investment fees	-	-	-	12,478	-	12,478
Total expenses before depreciation and mortgage interest	269,167	369,104	638,271	145,946	80,984	865,201
Depreciation	23,298	12,487	35,785	4,231	-	40,016
In-kind interest expense	28,728	3,350	32,078	1,274	-	33,352
Total expenses	\$ 321,193	\$ 384,941	\$ 706,134	\$ 151,451	\$ 80,984	\$ 938,569

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, 2016 and 2015

	2016	2015
Cash flows used in operating activities		
Cash received from public support and revenues	\$ 628,106	\$ 625,818
Cash paid to suppliers and employees	(838,549)	(858,144)
Interest and dividend income received	<u>23,867</u>	<u>31,278</u>
Net cash used in operating activities	<u>(186,576)</u>	<u>(201,048)</u>
Cash flows provided by investing activities		
Capital expenditures	(8,096)	(63,103)
Purchase of securities	(201,607)	(257,514)
Sale of securities	196,389	518,911
Increase (decrease) in security deposits	1,104	(1,104)
Increase in cash escrow	<u>(137)</u>	<u>(16)</u>
Net cash provided by (used in) investing activities	<u>(12,347)</u>	<u>197,174</u>
Cash flows from financial activities		
Proceeds from loan - MP Housing, Inc.	<u>185,080</u>	<u>-</u>
Net decrease in cash	(13,843)	(3,874)
Cash, Beginning of Year	<u>225,360</u>	<u>229,234</u>
Cash, End of Year	<u>\$ 211,517</u>	<u>\$ 225,360</u>
Supplemental Information		
Assets acquired through in kind contributions	<u>\$ 8,140</u>	<u>\$ -</u>
Loan forgiven	<u>\$ 185,080</u>	<u>\$ 80,000</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, 2016 and 2015

	<u>2016</u>	<u>2015</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	\$ 52,932	\$ (197,272)
Adjustments:		
Depreciation	43,047	40,016
Contribution - debt forgiveness	(185,080)	(80,000)
Unrealized (gains) loss on investments	(62,777)	114,787
Realized gains on investments	(15,925)	(68,140)
In-kind capital assets	(8,140)	-
Contributions - stock	(3,239)	(15,754)
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(5,813)	7,073
(Increase) decrease in prepaid expenses	(2,064)	9,970
Increase (decrease) in accrued expenses	483	(11,728)
Net cash used in operating activities	<u>\$ (186,576)</u>	<u>\$ (201,048)</u>

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, 2016 and 2015

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 child care 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, 2016 and 2015

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 determines reserves based on historical experience and an evaluation of the current status of the specific accounts. A reserve for accounts receivable was required for the year ended December 31, 2016 of \$6,000.

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 2013 through 2016. 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 Organization 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, 2016 and 2015

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 RESTRICTED

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 value and consist of various mutual fund shares as follows:

	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Appreciation</u>
December 31, 2016			
Mutual funds shares	\$ <u>1,349,022</u>	\$ <u>1,438,829</u>	\$ <u>89,807</u>
December 31, 2015			
Mutual funds shares	\$ <u>1,324,640</u>	\$ <u>1,351,670</u>	\$ <u>27,030</u>

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2016 and 2015

NOTE C. INVESTMENTS (Continued)

The following schedule summarizes the investment return for the year:

	<u>2016</u>	<u>2015</u>
Interest and dividend income	\$ 23,867	\$ 31,278
Realized gains	15,925	68,140
Unrealized gains (loss)	<u>62,777</u>	<u>(114,787)</u>
	<u>\$ 102,569</u>	<u>\$ (15,369)</u>

NOTE D. MORTGAGE RECEIVABLE

The Organization loaned a non-profit agency (MP Housing, Inc.) funds so it could purchase residential housing. The mortgage was paid off by MP Housing, Inc. as of December 31, 2015. Interest only was due semi-annually at 5% starting January 2001. The mortgage was secured by a lien on the real estate owned by the agency.

NOTE E. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted assets result from funding, which has either time or usage restrictions placed on it by the funding source. The balance consists of the following amounts allocated to the following year:

	<u>2016</u>	<u>2015</u>
City of Nashua	\$ 11,000	\$ 10,929
Supportive services	<u>10,457</u>	<u>7,070</u>
	<u>\$ 21,457</u>	<u>\$ 17,999</u>

NOTE F. PERMANENTLY RESTRICTED NET ASSET

Permanently restricted net assets at December 31, 2016, and 2015 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.

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2016 and 2015

NOTE F. PERMANENTLY RESTRICTED NET ASSET (Continued)

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.

There were no additions to the endowment fund during 2016 or 2015.

	2016	2015
Investment income used by operations:		
Interest	\$ 1,436	\$ 1,434
Appreciation (depreciation)	4,801	(2,146)
	\$ 6,237	\$ (712)

NOTE G. LOAN PAYABLE

In 2008, the Organization received a loan from MP Housing, Inc. The note was unsecured, non-interest-bearing, and was due on demand. In December 2015, MP Housing, Inc. voted to forgive the balance due.

In January 2016, the Organization received additional loans in the amount of \$185,081 which were forgiven in December 2016.

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2016 and 2015

NOTE H. LONG-TERM DEBT

Long-term debt consists of the following:

	2016	2015
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

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 unless there is a violation of the terms of the agreement related to occupancy requirements or the real estate is sold.

NOTE I. CONCENTRATIONS

Approximately 20% and 24% of public support and revenues were derived from contracts with the New Hampshire government in 2016 and in 2015, respectively.

NOTE J. RELATED PARTY

The Organization's executive director provides administrative services to MP Housing, Inc. The Organization was reimbursed \$23,350 and \$24,475 in years 2016 and 2015, respectively. The amount reduced the payroll expense of the Organization.

NOTE K. CONTINGENCIES

The acquisition of real property and other capital assets has been funded, in part, by federal, state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

The Organization received money under various state and federal programs. Under the terms of these programs, the Organization is required to use the money during the period for purposes specified in the proposal. If expenditures were found not to have been made in compliance with the proposal, the Organization might be required to repay the funds.

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2016 and 2015

NOTE L. FAIR VALUE INVESTMENTS

The Fair Value Measurements and Disclosures Topic of the codification defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The Organization assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the years ended December 31, 2016 and 2015 there were no such transfers.

For the years ended December 31, 2016 and 2015, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investments

The fair value of investments is based upon the fair value of the assets held by the Organization.

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2016 and 2015

NOTE L. FAIR VALUE INVESTMENTS (Continued)

The following tables present the Organization's fair value hierarchy for the investments as of December 31, 2016 and 2015.

	<u>Total</u>	<u>Quoted Prices Active Markets for Identical Assets Level 1</u>	<u>Significant Observable Inputs Level 2</u>	<u>Significant Unobservable Inputs Level 3</u>
<u>December 31, 2016</u>				
Investments	\$ 1,438,829	\$ 1,438,829	\$ -	\$ -
<u>December 31, 2015</u>				
Investments	\$ 1,351,670	\$ 1,351,670	\$ -	\$ -

NOTE M. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through June 21, 2017, the date that the financial statements were available to be issued.

BARBARA A. ALVES

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 AYNLEY 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 Board, Greater Nashua Continuum of Care, 2006-Present
Personnel Advisory Board, Mayoral Appointment, City of Nashua, 1996-2007
Court Diversion Program, Nashua Youth Council, 1998-2008
Charter Member, Breakfast Exchange Club of Nashua, 1998-2005
Nashua Exchange Club Board Member 2006-Present
Trustee: Mary A Sweeney Home 2014-Present
Big Sister, 1996-Present Big Brother/Big Sisters of Greater Nashua

Lianne M. Bower

EDUCATION

New Hampshire College

now Southern New Hampshire University

Bachelor of Science, Human Services 1983

EXPERIENCE

Marguerite's Place, Inc., Nashua, NH

January 2007

Director of Housing Operations

Oversee day to day operations of transitional housing, property and grounds. Supervise case manager and staff of residential aides. Maintain extensive public contact and close working relations with social service agencies in Nashua. Serve on several community committees involving issues of ending and preventing homelessness and ways to improve services for our residents.

June 2003 to

January 2007

Case Manager

Conducted intakes to determine suitability for program; maintained wait list of applicants. Assessed need and made appropriate referrals to other agencies. Maintained case files; provided supportive service as needed for residents and after care clients of Marguerite's Place.

Fotene's Market, Nashua, NH

August 2001 to

June 2003

Manager

Oversee all aspects of operation of a convenience store, deli and floral/garden 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

December 1993 to

August 2001

Support Enforcement Officer II

Investigated support violations, established paternity and orders for child support, prepared documents for judicial presentation, appeared at District and Superior Courts to present cases, negotiated payment plans and drafted agreements, collected child support payments, monitored collection, represented the Division of Human Services in court and administrative hearings, conducted criminal investigations in cases of egregious nature and advised child support staff, recipients and legally liable relatives about federal and state statutes and divisional policy and procedures.

State of New Hampshire, Department of Health & Human Services,

Division of Human Services, Concord, NH

June 1985 to
December 1993

Special Investigator

Conducted investigations relative 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 hearings boards, grand juries and tribunals, testified as a witness. Reviewed criminal records to make recommendations on pleas bargains and sentences.

September 1977 to
June 1985

Case Manager

Interviewed applicants to determine eligibility for services and benefits. Assessed need and referred applicants to agency personnel and other agencies as appropriate. Maintained record control, determined continuing eligibility. Extensive public contact with applicants and recipients. Visited or contacted physicians, attorneys, court staff or other professionals in conjunction with providing services. Assisted supervisors in orientation and training of staff, reviewed 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

January 1976 to
October 1980

Special Officer/Dispatcher

Performed all duties associated with position. Routine patrol, motor vehicle stops and citations, conducted criminal investigations as assigned, interviewed suspects, witnesses and gathered evidence. Testified in court, wrote reports for judicial presentation. Assisted prosecutor in case preparation. Also worked as dispatcher receiving incoming telephone calls from the public and other agencies requesting assistance.

Completed NH Police Standards Training Academy for Special Officers.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Barbara A. Alves	President/CEO	\$75,326.98	0	0
Lianne Bower	Director of Operations	\$51,503.30	0	0

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

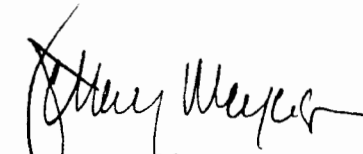
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

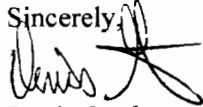
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.10

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Marguerite's Place, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 87 Palm Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$30,000 from \$60,000 to read: \$90,000.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

RM
5/10/17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Marguerite Ryan
Name: Marguerite Ryan
Title: Director

Marguerite's Place, Inc.

May 10, 2017
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Christa Tsechrintzis
Signature of Notary Public or Justice of the Peace

Christa Tsechrintzis
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/18/2021




**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/26/17
Date


Name: Megan A. C. O'Connell
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$30,000.00
SFY17	not to exceed \$30,000.00
SFY18	not to exceed \$30,000.00
July 1, 2015 – June 30, 2018:	not to exceed \$90,000.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Transitional Shelter Services	\$90,000.00
Total program amount	\$90,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-In-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BHHS-02
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Marguerite's Place, Inc.		1.4 Contractor Address 87 Palm Street Nashua NH 03060	
1.5 Contractor Phone Number 603-598-1582	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$60,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Barbara A. Alves</i>		1.12 Name and Title of Contractor Signatory CEO / PRESIDENT <i>Barbara A. ALVES</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> <p>Before 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.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Philip L. Russo</i>			
1.13.2 Name and Title of Notary or Justice of the Peace PHILIP L. RUSSO Notary Public - New Hampshire My Commission Expires September 18, 2018			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN COONEY</i> Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. York</i> Megan A. York - Attorney On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: AK
Date: 6/25/15

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.

Contractor Initials: AB
Date: 6/25/15



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28 , 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

RS
6/25/15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

[Handwritten Signature]
4/20/15



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$30,000.00
SFY17 not to exceed \$30,000.00

July 1, 2015 – June 30, 2017: not to exceed \$60,000.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Transitional Shelter Services \$60,000.00
Total program amount \$60,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

-
- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

Be
6/25/15



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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Date 6/25/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: MARGUERITE'S PLACE, INC.

JUNE 15, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Contractor Initials BA
Date 6/15/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: MARQUERITE'S PLACE, INC.

June 25, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Contractor Initials BA
Date 6/25/15



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *MARGUERITE'S PLACE, INC.*

June 25, 2015
Date

Barbara A. Alves
Name: *Barbara A. ALVES*
Title: *CEO/PRESIDENT*

Contractor Initials *BA*
Date *6/25/15*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

AB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: MARGUERITE'S PLACE, INC.

June 15, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Exhibit G

Contractor Initials BA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: MARGUERITE'S PLACE, INC.

June 25, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Contractor Initials Ba
Date 6/25/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
6/25/15



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

[Signature]
6/15/15



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHHS
The State

Mary Ann Conway
Signature of Authorized Representative

Mary Ann Conway
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

7/17/15
Date

MARGUERITE'S PLACE, LLC.
Name of the Contractor

Barbara A. Alves
Signature of Authorized Representative

Barbara A. ALVES
Name of Authorized Representative

CEO / PRESIDENT
Title of Authorized Representative

June 25, 2015
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: MARGUERITE'S PLACE, INC.

June 25, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT



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: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack Valley Assistance Program, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 8 Wall Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,850 from \$152,550 to read: \$203,400.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

Merrimack Valley Assistance Program

1/17/2018
Date

[Signature]
Name: Velma McClure
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 1/17/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

JEANNINE C. EATON NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/29/19



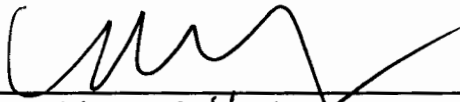
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date _____


Name: _____
Title: *Megan A. Yaple
Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,850.00
SFY17	not to exceed \$50,850.00
SFY18	not to exceed \$50,850.00
SFY19	not to exceed \$50,850.00

July 1, 2015 – June 30, 2019: not to exceed \$203,400.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$203,400.00
Total program amount	\$203,400.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Merrimack Valley Assistance Program

Budget Request for: State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	16	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 37,308.00	\$ -	\$ 37,308.00	\$ 18,654.00	\$ -	\$ 18,654.00	\$ 18,654.00	\$ -	\$ 18,654.00
2. Employee Benefits	\$ 9,328.00	\$ -	\$ 9,328.00	\$ 4,664.00	\$ -	\$ 4,664.00	\$ 4,664.00	\$ -	\$ 4,664.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00
6. Travel	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Rent/Utility):	\$ 48,664.00	\$ -	\$ 48,664.00	\$ 24,332.00	\$ -	\$ 24,332.00	\$ 24,332.00	\$ -	\$ 24,332.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 95,300.00	\$ 6,400.00	\$ 101,700.00	\$ 47,650.00	\$ 3,200.00	\$ 50,850.00	\$ 47,650.00	\$ 3,200.00	\$ 50,850.00

Indirect As A Percent of Direct

6.7%

Contractor Initials VM

Date 1/17/2018

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 MERRIMACK VALLEY ASSISTANCE PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 14, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 225153



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael R. Mortimer, President, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)


1. I am a duly elected Officer of Merrimack Valley Assistance Program
(Agency Name)

2. The following is a true copy of the resolution duly adopted by a vote of the Board of Directors of
the Agency duly held on January 16, 2018:
(Date)

RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the
(Title of Contract Signatory)
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 17th day of January 2018.
(Date Amendment Signed)

4. Velma McClure is the duly hired Executive Director of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

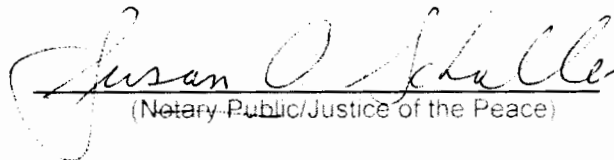


Michael R. Mortimer
Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this 17th day of January 2018,

By Michael R. Mortimer, President
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

SUSAN O. SCHALLER
Justice of the Peace - New Hampshire
My Commission Expires May 8, 2019

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com	
INSURED Merrimack Valley Assistance Program Inc. 8 Wall Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Wesco Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25011	

COVERAGES

CERTIFICATE NUMBER: 2017 Certificate

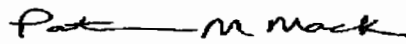
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1653787	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1653787	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB583950	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WVC3293025	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liab. Employment Practices Liab.			PHSD1256499	7/1/2017	7/1/2018	Aggregate Limit \$1,000,00 Aggregate Limit Incl in above

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

janice.southwick@dhhs.nh.g NH Dept of Health & Human Services Bureau of Contracts & Procurement Attn: Janice Southwick, Exec Secretary 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 Pat Mack/PAT 
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About MVAP:

Merrimack Valley Assistance Program is a non-profit, tax-exempt organization providing a variety of supportive services and housing assistance to persons infected with HIV/AIDS and/or Hepatitis-C, and their dependents, throughout central and northern New Hampshire (from Manchester north to Coos County).

At MVAP We:

- Honor the inherent dignity and strength of people living with HIV/AIDS;
- Support and assist persons infected and affected by HIV/AIDS in maintaining a high quality of life through direct assistance, advocacy, and education;
- Strive to prevent new HIV infection and promote safer practices through education/prevention activities for local and regional communities;
- Counteract myths and stereotypes about HIV/AIDS;
- Increase and diversify the network of HIV/AIDS-related service providers in the communities that we serve; and
- Play an active role in affecting local, state, and national policies on civil rights, discrimination, HIV/AIDS prevention, education, research and direct care.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

June 30, 2017

and

Independent Auditor's Report

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2017

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Merrimack Valley Assistance Program, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Merrimack Valley Assistance Program, Inc., which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Merrimack Valley Assistance Program, Inc., as of June 30, 2017 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Vachon Clutley & Company PC

Manchester, New Hampshire
November 7, 2017

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Financial Position
June 30, 2017

ASSETS

	<u>2017</u>
CURRENT ASSETS:	
Cash	\$ 69,826
Grants and contracts receivable	84,364
Accounts receivable	1,968
Prepaid expenses	<u>1,863</u>
TOTAL CURRENT ASSETS	<u>158,021</u>
 NONCURRENT ASSETS:	
Property, building and equipment (net)	<u>154,964</u>
TOTAL NONCURRENT ASSETS	<u>154,964</u>
TOTAL ASSETS	<u>\$ 312,985</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	\$ 19,209
Current portion note payable	5,940
Refundable advances	<u>61,292</u>
TOTAL CURRENT LIABILITIES	<u>86,441</u>
 NONCURRENT LIABILITIES	
Note payable, net of current portion	<u>159,106</u>
TOTAL NONCURRENT LIABILITIES	<u>159,106</u>
TOTAL LIABILITIES	<u>245,547</u>
 NET ASSETS	
Unrestricted	<u>67,438</u>
TOTAL NET ASSETS	<u>67,438</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 312,985</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Activities
For the Year Ended June 30, 2017

	<u>2017</u>
SUPPORT AND REVENUE:	
Grants and contracts	\$ 915,053
Rental income	19,200
Other revenue	338
Contributions	<u>7,862</u>
TOTAL SUPPORT AND REVENUE	<u>942,453</u>
 EXPENSES	
Program services:	
Case management	<u>901,744</u>
TOTAL PROGRAM SERVICES	<u>901,744</u>
Supporting services:	
Management and general	<u>32,141</u>
TOTAL SUPPORTING SERVICES	<u>32,141</u>
TOTAL EXPENSES	<u>933,885</u>
 CHANGE IN NET ASSETS	 8,568
 NET ASSETS - July 1, 2016	 <u>58,870</u>
NET ASSETS - June 30, 2017	<u>\$ 67,438</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2017

	<u>Program Services</u>	<u>Supporting Services</u>	<u>Total</u>
	<u>Case Management</u>	<u>Management and General</u>	<u>Expenses</u>
Salaries and Wages	\$ 241,615	\$ 6,586	\$ 248,201
Agency Sub-contracts	81,310		81,310
Contract Labor	<u>3,810</u>		<u>3,810</u>
Total Salaries and Wages	326,735	6,586	333,321
Payroll Taxes	11,325	174	11,499
Fringe Benefits	<u>50,516</u>	<u>16,527</u>	<u>67,043</u>
Total Taxes and Benefits	<u>61,841</u>	<u>16,701</u>	<u>78,542</u>
TOTAL PERSONNEL	<u>388,576</u>	<u>23,287</u>	<u>411,863</u>
Depreciation		8,543	8,543
Dues/Subscriptions	967		967
Educational	1,678	49	1,727
Equipment Leases	4,198		4,198
Fundraising		1,493	1,493
Housing/Utility Assistance	356,668		356,668
Insurance	6,698	10,479	17,177
Interest	5,519	2,814	8,333
Meals and Food Supplies	31,071		31,071
Miscellaneous		381	381
Office Supplies/Expenses	6,696		6,696
Postage	884		884
Printing and Copying	433		433
Professional Fees	3,500	4,753	8,253
Equipment Maintenance and Repair	2,791	237	3,028
Apartment Maintenance and Repair	659		659
Space and Occupancy	12,486	29,616	42,102
Supportive Services	7,410		7,410
Telephone	3,241	1,470	4,711
Technical Assistance	6,679		6,679
Transportation/Travel	<u>10,609</u>		<u>10,609</u>
TOTAL NON-PERSONNEL	<u>462,187</u>	<u>59,835</u>	<u>522,022</u>
TOTAL DIRECT EXPENSES	850,763	83,122	933,885
INDIRECT ALLOCATION	<u>50,981</u>	<u>(50,981)</u>	<u>-</u>
TOTAL EXPENSES	<u>\$ 901,744</u>	<u>\$ 32,141</u>	<u>\$ 933,885</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Cash Flows
For the Year Ended June 30, 2017

	<u>2017</u>
OPERATING ACTIVITIES	
Change in net assets	\$ 8,568
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	8,543
Net effect of changes in:	
Receivables	3,126
Prepaid expenses	306
Accounts payable	<u>5,117</u>
Net cash provided by operating activities	<u>25,660</u>
INVESTING ACTIVITIES	
Purchase of property and equipment	<u>(3,248)</u>
Net cash (used) by investing activities	<u>(3,248)</u>
FINANCING ACTIVITIES	
Payments on capital leases	(950)
Payments on note payable	(5,430)
Payments on refundable advances	<u>(2,100)</u>
Net cash (used) by financing activities	<u>(8,480)</u>
 NET INCREASE IN CASH	 13,932
 CASH - Beginning of year	 <u>55,894</u>
CASH - End of year	<u>\$ 69,826</u>
 Supplemental Disclosures:	
Interest paid	<u>\$ 8,333</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Merrimack Valley Assistance Program, Inc. (the Organization) was organized as a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code. The Organization is a non-profit entity organized for the purpose of providing a variety of supportive services and housing assistance to persons with certain infectious diseases. The Organization includes Greater Manchester AIDS Project, which was formed to provide support and assistance to HIV/AIDS affected individuals and their families in the greater Manchester, New Hampshire, area, and which was acquired by the Organization in 2000. The Organization receives most of its support from government grants and private donations.

The accounting policies of Merrimack Valley Assistance Program, Inc. conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions. The Organization only has unrestricted net assets.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

For the purposes of the Statement of Cash Flows, the Organization considers cash and cash equivalents to include cash on hand and other cash accounts with an original maturity of 90 days or less.

Property and Equipment

Property and equipment is recorded at cost for purchased items and at estimated fair value for donated items. The Organization's policy is to capitalize assets purchased, built, or leased with a useful life of one year or greater and a cost of \$1,000 or more or expenditures for repairs or renovations of \$1,000 or more

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

that extend the life of the asset. Maintenance and repairs are charged to expenses as incurred. Depreciation is computed using the straight-line method over estimated three to forty-year lives for property and equipment. Depreciation expense was \$8,543 for the year ended June 30, 2017.

Bad Debts

The Organization uses the reserve method for accounting for bad debts. It is the Organization's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. No allowance has been recorded as of June 30, 2017, because management of the Organization believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services based primarily on estimates made by the Organization's management.

Fair Value of Financial Instruments

Cash, grants and contracts receivable, accounts receivable and accounts payable are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amount which could be realized upon immediate liquidation.

NOTE 2--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Organization maintains its cash balances at local financial institutions located in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of June 30, 2017. The bank balances may, at times, materially exceed federally insured limits. The Organization has not experienced any losses on such accounts. The Organization had no uninsured cash balance as of June 30, 2017.

NOTE 3--GRANTS RECEIVABLE AND REVENUE RECOGNITION

Major funding sources and related receivables for the period ending June 30, 2017 are as follows:

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

	<u>Revenue</u>	<u>Receivable</u>
Housing and Urban Development	\$ 532,941	\$ 48,856
Other Human Services Grants	233,605	25,304
Health and Human Services	97,558	10,204
State Grant in Aid	50,850	
Other miscellaneous grants	99	
	<u>\$ 915,053</u>	<u>\$ 84,364</u>

NOTE 4--PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following as of June 30, 2017:

Land	\$ 41,117
Building and improvements	225,257
Furniture and equipment	14,139
	<u>280,513</u>
Less Accumulated Depreciation	<u>(125,549)</u>
	<u>\$ 154,964</u>

NOTE 5--NOTE PAYABLE

Notes payable at June 30, 2017 consist of the following:

Note payable to a bank, bearing a variable interest rate, determined every three years, at the Federal Home Loan Bank Boston prime rate plus 3.5%, currently 5.00%, collateralized by a first mortgage on real property and certain bank accounts, due in monthly principal and interest payments, currently \$1,138, maturing October 31, 2035	\$ 165,046
Less current portion	<u>(5,940)</u>
	<u>\$ 159,106</u>

Future maturities of notes payable are as follows:

Year Ended	<u>Amount</u>
<u>June 30,</u>	
2018	\$ 5,940
2019	6,229
2020	6,511
2021	6,847
2022	7,180
Thereafter	<u>132,339</u>
	<u>\$ 165,046</u>

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

The Organization incurred \$8,333 in interest expense on the notes payable during the year ended June 30, 2017.

NOTE 6--CAPITAL LEASE OBLIGATION

The Organization leased an office copier under a capital lease that accrues interest annually at 5.009% through October 2016. Principal and interest payments made under this capital lease were \$950 and \$10, respectively, for the year ended June 30, 2017. Amortization expense of \$1,274 is included in depreciation expense.

NOTE 7--REFUNDABLE ADVANCES

During the past several years a private individual issued the Organization various non-interest-bearing advances with no specific repayment terms. The balance of the Organization's refundable advances under these agreements is \$61,292 at June 30, 2017. During the current fiscal year, the amount repaid to the individual from the Organization was \$2,100.

NOTE 8--LEASE COMMITMENTS

The Organization is a tenant at will for its office space in Manchester, New Hampshire. Rental expense for the rental lease was \$35,400.

NOTE 9--INCOME TAXES

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code.

Financial Accounting Standards Board (FASB) prescribes rules regarding how the entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Organization's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization does not have any unrecognized tax benefits which would be material to the financial statements. During the fiscal year 2017, no new additional unrecognized tax benefits were identified. As of June 30, 2017, the tax years ending June 30, 2016, 2015 and 2014 are open for possible tax examination.

NOTE 10--COMMITMENTS AND CONTINGENCIES

Contracts with AIDS Service Organizations

The Organization has contracted with several AIDS service organizations to deliver services in various parts of the State of New Hampshire into fiscal year 2017. These commitments total approximately \$53,705 at June 30, 2017.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

Federal Grants

The Organization receives funds under contracts from State and Federal sources, which require that the Organization use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2017.

NOTE 11--ECONOMIC DEPENDENCY

For the year ended June 30, 2017, approximately 61% of total support and revenue was derived from various grants and contracts from the State of New Hampshire Department of Health and Human Services' Bureau of Homeless and Housing Services and Division of Public Health. The discontinuation of the State grants and contracts would result in a decrease in services provided by the Organization, until alternative revenues could be obtained.

NOTE 12--SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 7, 2017 which is the date the financial statements were available to be issued.

MERRIMACK VALLEY ASSISTANCE PROGRAM

OFFICERS & DIRECTORS

2017-2018

Chairman	Michael Mortimer, Esq.	
Vice Chairman/Treasurer	Ellen H. Molnar, CFP	
Secretary	Jamie Campbell	
Board Member	Kathy Brennan	
Board Member	James R. MacKay, PhD	
Board Member	Susan Irving, RN, MPH, BSHE, CIC	

Velma McClure

PROFILE

Professional with over 20 years' experience providing multifaceted customer service to a diverse population. Proven ability to manage projects and administer federal grants. Extensive experience interpreting, and applying, complex legal documents. Strong oral and written communication skills demonstrated in delivering effective, efficient counsel, advice, and support to a variety of individuals from various socioeconomic backgrounds.

EXPERIENCE

Merrimack Valley Assistance Program

Executive Director, September 2014 – present

- Chief Executive Officer of a multi-office, state-licensed, case management organization serving
- Perform agency budgeting and grants management
- Perform public policy advocacy on health and housing issues
- Advise staff on complex case management matters
- Perform case management duties

Case Manager/Attorney, August 2011- September 2014

- Work directly with low-income individuals, who are HIV- positive, to procure services and support their achievement of personal goals and objectives.
- Advocate for and represent low-income HIV- positive clients in parenting, child support, and consumer matters

McClure Law Offices, PLLC

Attorney, Solo Practitioner, January 2009 –September 2014

- General practice with a focus on family law
- Manage all aspects of operating a solo law practice
- Provide a broad-spectrum of legal counsel and advice to senior citizens on a telephone hotline on a contract basis with New Hampshire Legal Assistance
- Litigate, negotiate, and resolve complex family law cases, including divorces, parenting, child support, guardianship, abuse and neglect, and domestic violence cases
- Draft settlement agreements, proposals, and pleadings; prepare and respond to discovery; perform legal research and draft legal memoranda; interview and prepare witnesses for trial
- Work directly with clients to formulate their strategy and pursue their goals in the challenging arena of family law litigation

New Hampshire Legal Assistance

Domestic Violence Advocacy Project, Staff Attorney, 2003-2008

- Supervised and assisted staff in state and federal VAWA grants management and reporting activities
- Worked and collaborated with lawyers, non-lawyers and agencies in a variety of capacities.
- Trained and advised community crisis center volunteers (lawyers and non-lawyers), supervised paralegals and support staff .
- Collaborated with community groups and the NH Bar Association's Pro Bono Program to provide legal services to low income residents of New Hampshire; developed and fostered relationships with community groups and other entities to accomplish project goals.
- Mediated and resolved difficult financial, support, and parenting issues in divorce and parenting cases.

- Provided comprehensive legal counsel, advice, and representation to low-income individuals in family law cases involving domestic violence
- Worked independently in a deadline-driven environment with the overall goal of increasing the number of low-income clients served while maintaining the quality of legal work performed

New Hampshire Legal Assistance

Senior Citizens Law Project, Managing Attorney, 1998-2003

- Implemented and managed a state-wide legal telephone hotline providing counsel, advice and referrals for New Hampshire's senior citizens
- Directed the production of a substantive legal manual in a question-and-answer format
- Recruited, trained, and supervised attorneys, students, and support staff

North Central West Virginia Legal Aid Society

Director, 1996 - 1998

- Designed, directed and implemented the state-wide Elder Law program
- Recruited, trained, and supervised attorneys, paralegals, law students, and community volunteers
- Directed the production of a substantive legal manual in question-and-answer format
- Edited, wrote and solicited articles, and published the West Virginia Elder Law Newsletter

Massachusetts Institute of Technology

Various Positions 1979 - 1992

- Research Specialist – Microsystems Technology Laboratory
- Electro/Mechanical Technician – Microsystems Technology Laboratory and Lincoln Labs

EDUCATION

West Virginia University College of Law

Juris Doctor, 1995

Harvard University

Bachelor of Liberal Arts in Extension Studies, 1992

BAR ADMISSIONS, AFFILIATIONS

- Admitted to the New Hampshire State Bar (1999)
 - Member of the New Hampshire Bar Association's Family Law Section (2003 to present)

VOLUNTEER EXPERIENCE

New Hampshire Bar Association, Pro Bono Program

- Assist with the development and implementation of a pilot project designed to provide unbundled family law legal services to low-income survivors of domestic violence at Bridges, Inc., a domestic violence crisis center
- Provide legal representation to low-income individuals in divorce, parenting, domestic violence, and other family law related cases

Transition House, Inc.

- Provide advocacy and support to women, and their children, living in a battered women's shelter
- Provide information and support to individuals calling the shelter's domestic violence hotline

Kids' College – Member, Board of Directors

Amanda Emery

Objective

To work for an agency that can provide professional growth and continued learning experiences in the human services field.

Professional Experience

Concord Metro Treatment Center - Concord, NH Senior Counselor/Intake Coordinator, April 2013 - Present

- Manage Waiting List and Admissions
- Screenings, Intakes, and Assessments
- Individual, Group, and Family Substance Abuse Counseling
- Patient Advocacy
- Harm Reduction
- Treatment Planning
- Case Management
- Referral
- Discharge Planning

Salvation Army McKenna House - Concord, NH Intern, January 2010 - May 2010

- Screenings, Intakes, and Assessments
- Relapse Prevention Counseling
- Client Advocacy
- Case Management
- Crisis Intervention
- Discharge Planning

Child & Family Services: Adolescent Substance Abuse Treatment Program - Manchester, NH

Intern, September 2009 - December 2009

- Screenings, Intakes, and Assessments
- Individual, Group, and Family Substance Abuse Counseling
- Crisis Intervention
- Case Management

Education & Training

Springfield College of Human Services, September 2010 - December 2011
Bachelor of Science in Addiction Studies
Cum Laude Graduate

New Hampshire Technical Institute, September 2008 - May 2010
Associate of Science in Addiction Counseling
Honors Graduate

References

References available upon request.

Kimberly Rowbotham

Patient Service Representative - On Site - MedAssist Solutions

- Accomplished, self-motivated professional with ten years of combined human development, administrative, and customer service experience
 - Serve as a patient service representative; identify and assist all self pay patients with financial assistance as applicable
 - Exemplary communication, time management, and organizational skills
 - Strong attention to detail, solution focused, goals driven individual
- Authorized to work in the US for any employer

WORK EXPERIENCE

Patient Service Representative - On Site

MedAssist Solutions - 2016-10 - Present

Home Visitor/Family Worker

Southern New Hampshire Services - 2015-02 - 2016-09

Direct Support Professional/Residential Manager

Easter Seals New Hampshire - 2010-04 - 2014-10

Military Police Officer in Operation Iraqi Freedom IV

United States Army - Giessen, DE - 2005-01 - 2006-07

EDUCATION

Bachelor of Arts In Human Development/Social Work

Rivier University - Nashua, NH

2014

Associate of Science in Medical Assisting

Keiser University - Sarasota, FL

2008

ADDITIONAL INFORMATION

PROFESSIONAL EXPERIENCE

MedAssist Solutions

Nashua, NH

Patient Service Representative

- Provide eligibility and enrollment services that help hospitals and health systems maximize reimbursement and increase cash flow
- Assist patients and their families in obtaining medical coverage, financial assistance, and social services through federal, state, and charity programs

- **Serve as a facilitator between patient and client, assuring that the application process is seamless**
- **Prioritize multiple tasks in a busy work environment**

MARIA CARABALLO

Qualification Summary

Paralegal, with 7 plus years experienced. Highly organized candidate with extensive experience in office administration and college education in Paralegal studies. Strong computer skills; MS Office (Word, Excel, Out Look, Power Point); Adobe Acrobat, Multi Line Phone, Client Profiles.

Education:

Southwest Florida College Associate of Science in Paralegal June 12, 2008

Relevant Experience:

Law Office of Michael J. Winer, P.A. 2014- 2017

Paralegal

Meet and interview potential social security clients, obtained and provided documents, processed online disability application, appeals, assistant client with any social security forms. Scheduled events, communicate with the Social Security Administration and Judge office. Perform a variety of tasks as needed.

KASS, Shuler P.A., Tampa, FL 2013- 2014

Legal Assistant/Administrative Assistant

Prepared Trial folders, drafted pleadings, E-filed documents as needed, ensured attorney's Trial instructions are being reviewed and meet accordingly and timely. Pulled and reviewed Court docket and Trial Orders.

Shapiro, Fishman & Gache', LLP. Tampa, FL 2012 - 2013

Hearing Coordinator/Legal Assistant

Coordinate and calendar hearings for the litigation files. Preparing/finalizing pleadings, proposed orders, Court docket review, maintenance of attorneys' calendar, ensuring pleading are filed timely, client requests are completed accurately and timely.

John Roberts & Associates P.A. Temple Terrace, FL 2011 - 2012

Paralegal

Intake/ Social Security Disability Forms, prepared and maintenance case file, updated clients with status on a regular basis. Coordinated hearings, maintenance of attorneys' calendar. Drafted and filed pleadings for the attorney's, provided documents to clients for execution.

Michael Murburg, P.A. Tampa FL. 2010 - 2011

Paralegal

Assist attorney with file development. Maintained clients contact; updating and reviewing medical records. Telephone calls to the Office of Disability Adjudication and Review, and Social Security Administration staff and Doctors' offices.

Binder and Binder Law Firm, Tampa FL 2005 - 2010

Case Worker/Legal Assistants

Coordinated and scheduled hearing. Maintained high volume of caseloads; inquired medical records from hospitals/doctor's office. Assist clients with the preparation of documents

Merrimack Valley Assistance Program, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Velma McClure	Executive Director	\$54,460	20%	\$10,892
Amanda Ladd	Medical Case Manager	\$40,950	25%	\$10,238
Maria Caraballo	Bilingual Case Manager	\$36,000	24%	\$8,640
Kimberly Rowbotham	Medical Case Manager	\$35,100	15%	\$5,265

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

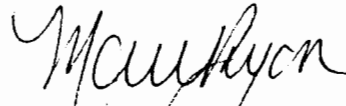
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

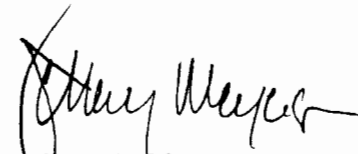
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

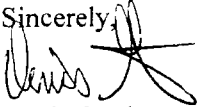
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT



3011

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack Valley Assistance Program, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 8 Wall Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,850 from \$101,700 to read: \$152,550.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maurice Ryan
Name: Maurice Ryan
Title: Director

Merrimack Valley Assistance Program

5/11/17
Date

Velma McClure
Name: Velma McClure
Title: Executive Director

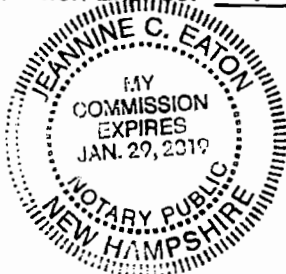
Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 5/11/2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jeanine C. Eaton
Signature of Notary Public or Justice of the Peace

JEANNINE C. EATON, NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/29/2019



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/16/17

Name: [Signature]
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,850.00
SFY17	not to exceed \$50,850.00
SFY18	not to exceed \$50,850.00
July 1, 2015 – June 30, 2018:	not to exceed \$152,550.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$152,550.00
Total program amount	\$152,550.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.


The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

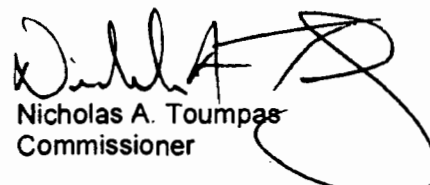
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist


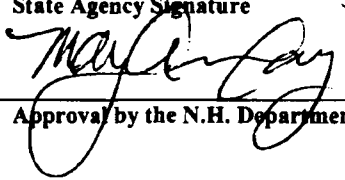
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Merrimack Valley Assistance Program		1.4 Contractor Address 8 Wall Street Concord, NH 03301	
1.5 Contractor Phone Number 603-226-0607	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$101,700
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory VELMA McCLURE EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/1/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Brenda G. Turgeon my commission exp. 9/17/19</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Brenda G. Turgeon, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Mary Ann Berry</u> <u>Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Megan A. [Signature]</u> <u>Megan A. [Signature]</u> <u>7/31/15</u> On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: VM
Date: 7/1/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$50,850.00
SFY17 not to exceed \$50,850.00

July 1, 2015 – June 30, 2017: not to exceed \$101,700.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services \$101,700.00

Total program amount \$101,700.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Merrimack Valley ASSISTANCE Program

7/1/2015
Date


Name: Velma McClure
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Merrimack Valley Assistance Program

7/1/2015
Date


Name: Velma McClure
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Merrimack valley ASSISTANCE Program

7/1/2015
Date


Name: Velma McClure
Title: Executive Director

Contractor Initials VM

Date 7/1/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials VM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Merrimack Valley ASSISTANCE Program

7/1/2015
Date



Name: Velma McClure
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials VM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Merrimack Valley Assistance Program*

7/1/2015
Date


Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
The State

[Signature]
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

7/17/10
Date

Merrimack Valley Assisted Program
Name of the Contractor

[Signature]
Signature of Authorized Representative

Velma McClure
Name of Authorized Representative

Executive Director
Title of Authorized Representative

7/1/2015
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Merrimack Valley Assistance Program

Date 7/1/2015


Name: VERMA McCLURE
Title: EXECUTIVE DIRECTOR



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 171941834
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and My Friend's Place, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 368 Washington Street, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$95,912 from \$287,736 to read: \$383,648.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

My Friend's Place

1/22/18
Date

[Signature]
Name: Francis Brotan
Title: President

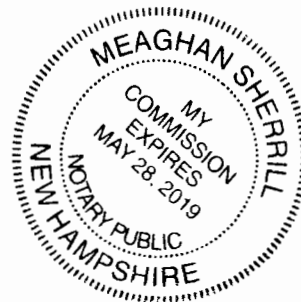
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Stratford on 1/22/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Meaghan A. Sherrill
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



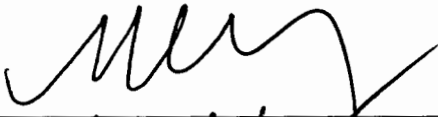
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/10/16
Date


Name: Megan A. Apple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$95,912.00
SFY17	not to exceed \$95,912.00
SFY18	not to exceed \$95,912.00
SFY19	not to exceed \$95,912.00

July 1, 2015 – June 30, 2019: not to exceed \$383,648.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$383,648.00
Total program amount	\$383,648.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

AB
1/22/18



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services
Bidder/Program Name: My Friend's Place
Budget Request for: State Grant-In-Aid Funds
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Total	Direct Incremental	Total	Direct Incremental	Total
1. Total Salary/Wages	\$ 151,076.00	\$ 151,076.00	\$ 98,630.00	\$ 98,630.00	\$ 52,446.00	\$ 52,446.00
2. Employee Benefits	\$ 54,387.00	\$ 54,387.00	\$ 35,352.00	\$ 35,352.00	\$ 19,035.00	\$ 19,035.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 11,200.00	\$ 11,200.00	\$ 6,769.00	\$ 6,769.00	\$ 4,431.00	\$ 4,431.00
Purchase/Depreciation	\$ 19,814.00	\$ 19,814.00	\$ 19,814.00	\$ 19,814.00	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,400.00	\$ 2,400.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 28,522.00	\$ 28,522.00	\$ 20,722.00	\$ 20,722.00	\$ 7,800.00	\$ 7,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,200.00	\$ 4,200.00	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00
Postage	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 200.00	\$ 200.00
Subscriptions	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ 700.00
Audit and Legal	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
Insurance	\$ 14,235.00	\$ 14,235.00	\$ 8,935.00	\$ 8,935.00	\$ 5,300.00	\$ 5,300.00
Board Expenses	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Household	\$ 7,250.00	\$ 7,250.00	\$ 3,650.00	\$ 3,650.00	\$ 3,600.00	\$ 3,600.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 301,684.00	\$ 301,684.00	\$ 205,772.00	\$ 205,772.00	\$ 95,912.00	\$ 95,912.00

Indirect As A Percent of Direct

Contractor Initials *HAB*
Date *1/22/18*

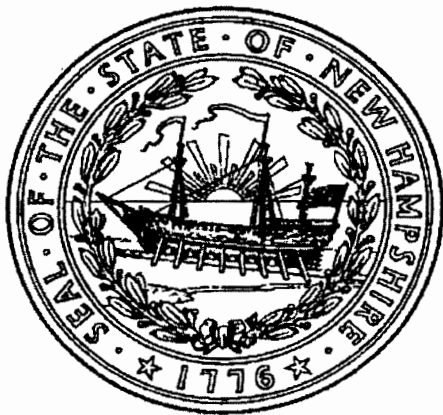
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MY FRIEND'S PLACE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 03, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 108288



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of February A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, ROBERT FULLER, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of MY FRIENDS PLACE.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/22/18:
(Date)

RESOLVED: That the FRANCIS BRUTON, President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22 day of JANUARY, 2018.
(Date Amendment Signed)

4. FRANCIS BRUTON is the duly elected PRESIDENT
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Stafford

The forgoing instrument was acknowledged before me this 22nd day of January 2018.

By Robert fuller
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

SUSAN M. FORD
Notary Public - New Hampshire
My Commission Expires **March 23, 2021**
Commission Expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

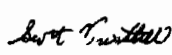
PRODUCER USI Insurance Svcs, LLC Sm CL 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No): 877-775-0110	
		E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : New Hampshire Insurance Company		23841	
		INSURER B : National Union Fire Ins Pittsburgh, PA		19445	
		INSURER C : American Alternative Insurance Company		19720	
		INSURER D : Arch Insurance Company		11150	
		INSURER E :			
		INSURER F :			
INSURED My Friend's Place, Inc. 368 Washington Street Dover, NH 03820					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01LX092173972	07/24/2017	07/24/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			01CA069970689	07/24/2017	07/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			29UD062840244	07/24/2017	07/24/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			NHARP302168	09/26/2017	09/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Directors & Officers			NFPNHD391051604	07/24/2017	07/24/2018	\$1,000,000 Retention \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance

CERTIFICATE HOLDER State of New Hampshire, Dept of Health & Human Services, Bureau of Homeless and Housing 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

My Friends Place Mission:

Provide home like emergency shelter and transitional housing, and exceptional support for the homeless men, women, and families in our service area.

MY FRIEND'S PLACE

FINANCIAL STATEMENTS

Years Ended June 30, 2017 and 2016

TABLE OF CONTENTS

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Statements of Functional Expenses	5
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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
My Friend's Place
Dover, New Hampshire

We have audited the accompanying financial statements of My Friend's Place (a New Hampshire Non-Profit Organization), which comprise the statements of financial position as of June 30, 2017 and 2016, 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 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 from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of My Friend's Place as of June 30, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Hodgdon, Wilson & Griffin

Hodgdon, Wilson & Griffin
Portsmouth, New Hampshire

May 9, 2018

MY FRIEND'S PLACE
STATEMENTS OF FINANCIAL POSITION

June 30,

	2017	2016
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 137,174	\$ 113,105
Grants receivable	49,700	29,228
Investments	1,055	941
Inventory	4,935	3,110
Prepaid expenses	4,592	3,401
Total current assets	197,456	149,785
PROPERTY, PLANT AND EQUIPMENT		
Land	87,150	87,150
Buildings and improvements	815,085	815,085
Furniture and fixtures	41,071	41,071
Equipment	13,850	9,158
Total property and equipment	957,156	952,464
Less accumulated depreciation	459,749	437,019
Property and equipment, net	497,407	515,445
ENDOWMENT INVESTMENTS	9,950	9,327
TOTAL ASSETS	\$ 704,813	\$ 674,557
<u>LIABILITIES & NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 2,561	\$ 947
Accrued payroll and payroll taxes	2,720	3,810
Accrued earned time	8,628	6,873
Note payable, current portion	-	9,233
Total current liabilities	13,909	20,863
NOTE PAYABLE, net of current portion	-	633
Total liabilities	13,909	21,496
NET ASSETS		
Unrestricted	680,954	643,734
Temporarily restricted	-	-
Permanently restricted	9,950	9,327
Total net assets	690,904	653,061
TOTAL LIABILITIES AND NET ASSETS	\$ 704,813	\$ 674,557

The accompanying notes are an integral part of these financial statements.

MY FRIEND'S PLACE
STATEMENTS OF ACTIVITIES
For the Years Ended June 30,

	2017	2016
UNRESTRICTED NET ASSETS		
Public support and revenue:		
Public support		
Grants	\$ 179,382	\$ 178,549
Donations	85,639	89,184
United Way	9,069	11,232
Total public support	274,090	278,965
OTHER REVENUE		
Gaming revenue, net	92,265	84,539
Rent and miscellaneous	17,087	17,932
Interest income	123	113
Unrealized gain (loss) on investments	67	(57)
Total other revenue	109,542	102,527
Total public support and revenue	383,632	381,492
FUNCTIONAL EXPENSES		
Program services	281,280	294,400
Management and general	56,458	51,052
Fundraising	8,674	12,331
Total functional expenses	346,412	357,783
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	37,220	23,709
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	-	-
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	623	150
INCREASE (DECREASE) IN NET ASSETS	37,843	23,859
NET ASSETS, Beginning	653,061	629,202
NET ASSETS, Ending	\$ 690,904	\$ 653,061

The accompanying notes are an integral part of these financial statements.

MY FRIEND'S PLACE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2017

	Program	Management and General	Fundraising	Total
Classified advertising and public relations	-	2,031	-	2,031
Depreciation expense	22,004	726	-	22,730
Employee benefits	24,833	4,189	898	29,920
Insurance	4,354	6,530	-	10,884
Interest expense	194	10	-	204
Maintenance and repairs	15,802	425	-	16,227
Miscellaneous	1,248	585	-	1,833
Office expense	2,280	3,452	4,961	10,693
Professional fees	-	8,772	-	8,772
Resident support services	1,179	-	-	1,179
Salaries and wages	155,760	22,750	2,600	181,110
Supplies	7,121	4,218	-	11,339
Taxes, payroll	12,528	1,861	215	14,604
Telephone	4,228	223	-	4,451
Training	371	-	-	371
Transportation expense	1,160	-	-	1,160
Utilities	28,218	686	-	28,904
TOTAL EXPENSES	281,280	56,458	8,674	346,412

The accompanying notes are an integral part of these financial statements.

MY FRIEND'S PLACE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016

	Program	Management and General	Fundraising	Total
Classified advertising and public relations	-	1,878	-	1,878
Depreciation expense	21,688	727	-	22,415
Employee benefits	27,378	5,439	1,203	34,020
Insurance	4,970	7,454	-	12,424
Interest expense	469	63	-	532
Maintenance and repairs	13,819	623	-	14,442
Miscellaneous	1,643	222	47	1,912
Office expense	46	1,550	3,214	4,810
Resident support services	4,774	-	-	4,774
Salaries and wages	167,746	28,294	6,063	202,103
Supplies	9,481	1,433	1,275	12,189
Taxes, payroll	14,647	2,471	529	17,647
Telephone	5,082	267	-	5,349
Training	472	-	-	472
Transportation expense	717	-	-	717
Utilities	21,468	631	-	22,099
TOTAL EXPENSES	294,400	51,052	12,331	357,783

The accompanying notes are an integral part of these financial statements.

MY FRIEND'S PLACE
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 37,843	\$ 23,859
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Unrealized (gain) loss on investments	(67)	57
Investment (income) loss	(623)	(150)
Depreciation	22,730	22,415
(Increase) decrease in:		
Grants receivable	(20,472)	11,292
Inventory	(1,825)	(1,485)
Prepaid expenses	(1,191)	1,468
Increase (decrease) in:		
Accounts payable	1,614	(2,215)
Accrued payroll and payroll taxes	(1,090)	(378)
Accrued earned time	1,755	(8,363)
Total adjustments	831	22,641
Net cash provided by operating activities	38,674	46,500
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property, plant and equipment	(4,692)	(7,937)
Acquisition of investments	(47)	(45)
Net cash used by investing activities	(4,739)	(7,982)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal reduction of long-term debt	(9,866)	(8,903)
Net increase in cash	24,069	29,615
Cash at beginning of year	113,105	83,490
CASH AT END OF YEAR	\$ 137,174	\$ 113,105
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	\$ 204	\$ 532

The accompanying notes are an integral part of these financial statements.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

My Friend's Place was organized February 3, 1987. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in Strafford County, New Hampshire.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Financial Statement Presentation

My Friend's Place reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, My Friend's Place is required to present a statement of cash flows.

Cash and Cash Equivalents

For purposes of the statement of cash flows, My Friend's Place considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

My Friend's Place maintains a repurchasing account with a banking institution. Repurchase agreements are short-term investments, typically sold by banks as alternatives to certificates of deposit. Transfers to and from the account are made daily to cover checks clearing in operating accounts. The repurchase account held by My Friend's Place is collateralized by a pool of U.S. Government agencies or U.S. Treasury notes.

Cash does not include \$7,559 and \$0 held by the Organization as of June 30, 2017 and 2016, respectively. As required by State of New Hampshire regulations, this amount was held by the Organization in a separate account to be used as prizes for Bingo games. This cash is not available for any other purpose.

Grants Receivable

Grants receivable represents amounts due from federal, state and local governments for grant revenue which has been earned.

Marketable Securities

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Promises to Give

Contributions are recognized when the donor makes a promise to give to My Friend's Place that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. An allowance for uncollectible unconditional promises to give is established based on historical experience and management's evaluation of outstanding unconditional promises to give at the end of each year. As of June 30, 2017 and 2016, the balance of Promises to Give was \$0 and \$0, respectively.

Fair Value of Financial Instruments

Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments, none of which are held for trading purposes, approximate the carrying values of such amounts.

Inventory

Inventory of Bingo materials and supplies are recorded at the lower of cost (first in, first out basis) or market.

Property, Plant and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair values for those items which have been donated. The cost basis of the land and buildings acquired by My Friend's Place is allocated based on real estate tax valuation. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 5 to 15 years.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. My Friend's Place typically receives contributed services to assist with general administrative and maintenance tasks. For the years ended June 30, 2017 and 2016, no amounts for contributions of services were recognized in the financial statements.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Donated Materials

My Friend's Place records donated materials at fair value. Donations of food, personal care items and household supply items for the use of residents are not recorded in the financial statements because of the difficulty in determining fair value.

Functional Allocation of Expenses

The costs of the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Income Taxes

My Friend's Place has received a letter of determination dated June 20, 1988 from the Internal Revenue Service advising it that it qualifies as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. My Friend's Place is classified as other than a private foundation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events through May 9, 2018, the date that the financial statements were available to be issued.

NOTE B - ENDOWMENT INVESTMENTS

My Friend's Place is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of My Friend's Place. In accordance with its spending policy, the Foundation makes distributions from the funds to My Friend's Place. The distributions are approximately five percent of the market value of the fund per year. The estimated value of the future distributions from the fund is included in these financial statements, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of My Friend's Place.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE C - ACCRUED EARNED TIME

Accrued earned time consists of a liability for future compensated leave time that is vested with the employees.

NOTE D - NOTE PAYABLE

A mortgage payable secured by land and building at 368 Washington Street in Dover, NH was fully repaid during the year ended June 30, 2017.

NOTE E - RESTRICTIONS ON NET ASSETS

As of June 30, 2017 and 2016, temporarily restricted net assets was \$0 and \$0, respectively.

As of June 30, 2017 and 2016, My Friend's Place has permanently restricted net assets of \$9,950 and \$9,327, respectively, invested with The New Hampshire Charitable Foundation.

NOTE F - GAMING REVENUE, NET

Gaming revenue, net primarily represents amounts from weekly Bingo nights. Expenses consist of prizes and awards, hall rental, state taxes, licenses and supplies.

For the year ended June 30, 2017, gaming revenue, net of \$92,265 consisted of gaming revenue of \$903,677 less expenses of \$811,412.

For the year ended June 30, 2016, gaming revenue, net of \$84,539 consisted of gaming revenue of \$710,539 less expenses of \$626,000.

NOTE G - RETIREMENT PLAN

My Friend's Place has adopted a 403(b) retirement plan. Under the plan, employees who meet certain age and length of service requirements may elect to defer a percentage of their salary, subject to Internal Revenue Service limits. My Friend's Place matches the employee deferral up to 5% of the employee's salary. For the years ended June 30, 2017 and 2016, retirement expense was \$1,255 and \$2,600, respectively.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE H - LEASING ARRANGEMENTS

My Friend's Place rents property under cancelable leasing arrangements. Lease expense was \$1,413 and \$1,465 for the years ended June 30, 2017 and 2016, respectively.

NOTE I - ECONOMIC DEPENDENCY

My Friend's Place contracts are generally with government agencies and, therefore, the majority of its receivables and a significant amount of its revenue are derived from that source.

In addition, My Friend's Place has received a significant amount of its fundraising revenue from the operation of bingo games.

NOTE J - COMMITMENTS AND CONTINGENCIES

During the year ended June 30, 1998, My Friend's Place received a grant from the United States Department of Housing and Urban Development (HUD). The \$99,566 grant was used towards the acquisition of a transitional housing facility located at 21-23 Hough Street in Dover, New Hampshire. Under the terms of the grant, My Friend's Place would have to receive authorization from HUD in order to convert the transitional housing facility to another use. Failure to receive authorization from HUD would result in repayment of the grant to HUD.

My Friend's Place received money under various state and federal grants. Under the terms of these grants, My Friend's Place was required to use the money within the grant period for purposes specified in the grant proposal.

If expenditures of the grant were found not to have been made in compliance with the proposals, My Friend's Place might be required to repay the grantor's funds.

**My friend's Place
Board Listing**

First	Last	Position	Business
FX	Bruton	President	Lawyer/Bruton & Berube
Stan	Robbins	Vice President	Retired Busines Owner
Robert	Fuller	Treasurer	CPA/Duamis & Ferland
Janet	Insolia	Secretary	Retired Editorial Dept/Boston Retired Perchacing Manager for Fosters Daily emocrat and
Phyllis	LaPointe	Member	Delta Airlines Liability Services Advocate for Advanced Patient Advocacy
April	Mailhot	Member	
Estelle	Lewis	Member	Retired Bookkeeper Retired Judge NH Supreme Court
John	Lewis	Member	
Jennifer	Stevens	Member	Freelance Journalist
Patrick	Coleman	Member	Stay at home Dad
Executive Director			
Susan	Ford	Staff	

Susan M. Ford

Employment History

2016 - Present

My Friend's Place Dover, NH

Emergency Shelter, Transitional Housing

Executive Director

- Overall Supervision of 7 staff, performing various tasks from front office work, case management to specialized projects
- Responsible for the day to day operations of the shelter and transitional housing programs
- Responsible for maintaining three properties to ensure buildings are safe and properly maintained
- Responsible for writing, reporting and billing multiple grants, including State, Federal, United Way and CDBG funding streams
- Assisting treasurer and finance committee members to create a functional budget yearly.

2011 - 2016

Homeless Center for Strafford County Rochester, NH

Emergency Shelter, Transitional Housing

Executive Director

- Overall Supervision of 5 staff and over 50 volunteers, performing various tasks from front office work, case management to specialized projects
- Responsible for the day to day operations of the shelter and transitional housing programs
- Responsible for maintaining three properties to ensure buildings are safe and properly maintained
- Responsible for writing, reporting and billing multiple grants, including United Way and CDBG funding streams
- Assisting treasurer and finance committee members to create a functional budget yearly. Successful management of budget increasing revenue for 5 years.
- Successful in obtaining several grants to make upgrades and repairs to buildings and grounds

2010 - Present

Strafford County Community Action Dover, NH

Homeless Intervention Program

Homeless Intervention Specialist

- Outreach within Strafford County, Salvation Army, Soup Kitchens, Libraries, convenience stores etc., finding and assisting homeless individuals obtain shelter
- Assist in writing of grant for State and Federal funding for multiple grants

2004 - 2010

Strafford County Community Action Dover, NH

Head Start Program

Systems Coordinator

- Coordinate and ensure enrollment of 309, create and implement student roster covering 6 centers as well as a home based and Early Head Start program. Input requests for enrollment, assign out to staff for application completion
- Certify all applications for eligibility following strict federal guidelines, successfully pass both federal review and annual audits
- Responsible for tracking weekly attendance and preparing monthly reports to all managers and director
- Successfully integrating new data base (PROMIS) to better track students and federally mandated services rendered. Run reports and ensure staff are entering data completely and correctly
- Train staff on use of data base, laptops, internet, email, general computer software including word and excel programs
- Maintain the computer network including the server (Windows Server 2003), 15 computers as well as trouble shoot computer issues at the centers (over 30 computers). Coordinate outsourcing for more extensive computer issues.
- Coordinate the purchase of any technical supplies including computers, network equipment, printers etc.

2000 - 2004

Strafford County Community Action Dover, NH

Workforce Development Program

Employment Counselor

- Assist in developing policy and procedure and overall design development as well as planned implementation, including development of forms, intake and tracking procedures on a new federally funded program

Susan M. Ford

- Responsible for keeping grant within its federal mandates, as well as reporting weekly and quarterly to the State Coordinator
 - Case Management, including but not limited to: meeting with clients, determining eligibility for a variety of programs, determining needs of client and implementing service plan
-

1999 - 2003 (Grant Ended)

Strafford County Community Action Dover, NH

Welfare to Work Program

Employment Counselor

- Assist in developing policy and procedure and overall design development as well as planned implementation, including development of forms, intake and tracking procedures on a new federally funded program
 - Responsible for keeping grant within its federal mandates, as well as reporting weekly and quarterly to the State Coordinator
 - Keeping an active case load for case management of TANF recipients as well as Non-Custodial parents, keeping weekly to monthly meetings with clients, assisting them in eliminating barriers to employment, assisting them in obtaining and retaining employment
 - Actively participate in multi-agency meetings geared to serve as a wrap around for client services to ensure appropriate service delivery and eliminate duplication of services
-

Susan M. Ford

Page 2

Volunteer Experience

- Treasurer/Community Organizer. Developed the M/WPR Council. Established linkages with community social service agencies. Provided referral and assistance to public housing residents. Maintained checking account and disbursement journal. Prepared weekly treasurers reports. Organized social service events for children and families
 - Bingo sales of tickets and end of the night banking and close out, including completion of deposit slips for My Friends Place (Homeless shelter). 5 years
-

Organizations /Affiliations

- Board of Directors, My Friend's Place Homeless Shelter, Dover, NH 2000-2003, 2009- 2016
- Rochester Rotary Member, Board member, Assistant Secretary, Chair of the First Grade Fingerprint Program as well as the Raffle Bash lottery night
- Balance of State COC, Executive Committee
- HMIS Advisory Committee Member

Education

- ❖ **Bachelors in Science; Dual Major in Human Services and Business Management**
Granite State College, University System of NH 2006
- ❖ Notary Public 2003 - P
- ❖ Global Career Development Facilitator Certification
- ❖ Certified Professional Resume Writer

LISA A. ROUTHIER

PROFILE

Dedicated professional in the Human Services field seeking management position. Detail oriented with a positive outlook, fostering relationships in which trust and rapport are foremost.

May 2006 to Present

My Friend's Place, Dover, N.H. 03820

CASE MANAGER: Planned, implemented and supervised a balanced program for Transitional Housing and Emergency Shelter clients. Implemented educational program for nutrition and finance. Completed leases and other Annual Performance Reviews (APR) for HUD. Assisted Executive Director with the training of new employees and development of policy and procedures to ensure mission of My Friend's Place programs are met.

VOLUNTEER COORDINATOR: Managed volunteer groups for United Way, *Day of Caring* projects. Developed a Design Project for local business groups to improve Transitional Housing Units. Coordinated with local church and youth groups for volunteer opportunities at the Emergency shelter. Coordinated and supervised projects for individuals required to do community service.

October 1999-May 2006

Homeless Center for Stafford County, Rochester N.H. 03867

CASE MANAGER: Developed individual and family support plans with an emphasis on core services. Maintained professional relationships with community agencies and acted as a referral/advocate for the homeless population. Provided education in life-skill areas through workshops. Networked with community programs to promote self-sufficiency and education.

April 1995- August 1998

Quirion Child Care and Learning Center, Rochester N.H. 03867

PROGRAM DIRECTOR: Developed, implemented, and monitored educational program and curriculum guidelines for center. Developed and facilitated staff in-services. Managed personnel office.

January 1991-1992

Jewels by Park Lane, Chicago, Illinois.

DIVISION MANAGER: Recruited, supervised and motivated dynamic sales team achieving \$10,000 monthly sales target... Ranked 6th in nation for Division Manager Sales. October 1991

RELATED EXPERIENCE:

Birchwood Manor Nursing Home: 1199 John Fitch Hwy, Fitchburg, Mass 01420

Provided and performed compassionate health care and assistance to residents with chronic illness.

EDUCATION

University System of New Hampshire, Granite State College (CLL)

Bachelor of Professional Studies, Management 1990-1994

Honors: Summa Cum Laude

Quarterly Training: Bureau of Homeless and Housing: Concord DHHS

COMMUNITY BOARDS

Professional Assessment Committee (PAC)

Somersworth Housing Authority: Somersworth N.H. 03878

Homeless Veterans Committee: VA Medical Center, Manchester N.H. 03104

Veteran: United States Army 1984-1989

Post Adjutant & Service Officer: American Legion, Dover N.H. 03820

My Friend's Place

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan M. Ford	Executive Director	\$50,000	26%	\$13,005
Lisa Routhier	Case Manager	\$33,633	34%	\$11,430

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

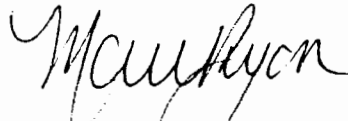
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

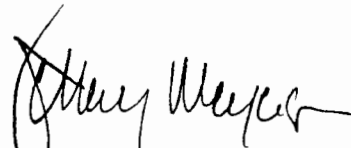
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

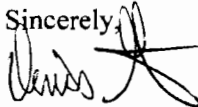
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30,12

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and My Friend's Place, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 368 Washington Street, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$95,912 from \$191,824 to read: \$287,736.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

FXB
5/10/17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maureen Ryan
Name: Maureen Ryan
Title: Director

My Friend's Place

5/10/17
Date

Francis X. Bruton
Name: Francis X. Bruton
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on May 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Meaghan A. Sherrill
Signature of Notary Public or Justice of the Peace

Meaghan A Sherrill, Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: _____

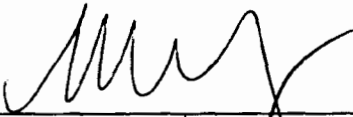
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/24/17


Name: Megan V. Gade
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$95,912.00
SFY17	not to exceed \$95,912.00
SFY18	not to exceed \$95,912.00
July 1, 2015 – June 30, 2018:	not to exceed \$287,736.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$287,736.00
Total program amount	\$287,736.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

RAB
3/10/17



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

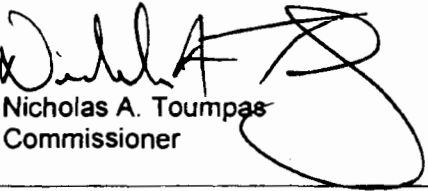
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

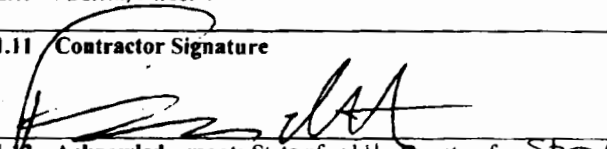

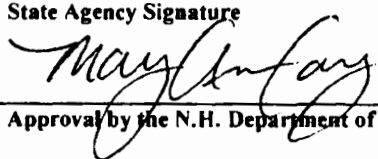
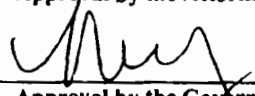
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name My Friend's Place		1.4 Contractor Address 368 Washington Street Dover NH 03820	
1.5 Contractor Phone Number 603-749-4529	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$191,824
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Francis X. Brator, President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Strafford</u> v-29-15 On <u> </u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Meaghan A. Sherrill Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: 8/4/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.


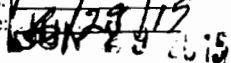
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date:

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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.

RB
JUN 23 2015



SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

[Handwritten Signature]
Date: *[Handwritten Date]*



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

RS
Date: JUN 29 2015



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
- 3.1.1. For Intervention;
- 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
- 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
- 3.1.2. For Shelter;
- 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
- 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

PKB

11/15/10



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$95,912.00
SFY17 not to exceed \$95,912.00

July 1, 2015 – June 30, 2017: not to exceed \$191,824.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services \$191,824.00

Total program amount \$191,824.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

RAJ
Date: 8/9/15



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

FAS

11/11/03



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

FRS

JUN 29 2014



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

FAB

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

[Handwritten Signature]
Date _____



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

[Handwritten Signature]
Date



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



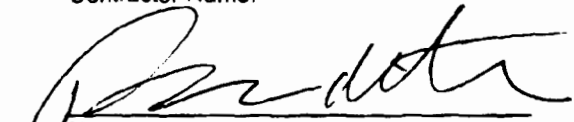
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.


6/29/15
Date

Contractor Name:


Name: Francis Breton
Title: President

Contractor Initials

Date


Date 6/29/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

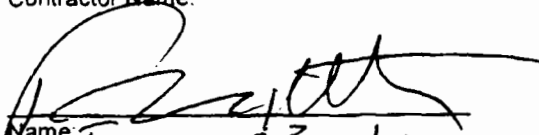
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Date 6/29/15


Name: Francis Bruton
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

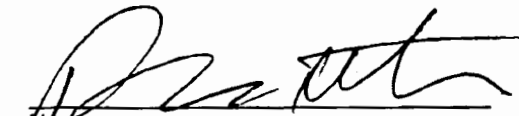
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/29/15
Date


Name: Francis Britton
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

6/29/15
Date

Contractor Name:



Name: Francis Bruton
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

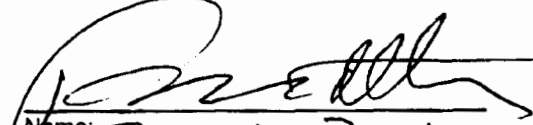
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/29/15
Date


Name: Francis Bruton
Title: President

Contractor Initials FB
Date JUN 29 2015



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

FRB



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

FA13

Date JUN 29 2014



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHH S
 The State
Mary Ann
 Signature of Authorized Representative
Mary Ann Cooney
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
7/17/15
 Date

My Friend's Place
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Francis Bruton
 Name of Authorized Representative
President
 Title of Authorized Representative
6/29/15
 Date

Contractor Initials FB
 Date 6/29/15



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/29/15
Date


Name: Francis Bruton
Title: President



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: 017249801
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Nashua Soup Kitchen and Shelter Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 2 Quincy Street, PO Box 3116, Nashua, NH 03061.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$115,599 from \$346,797 to read: \$462,396 .
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christa Lappan
Title: Associate Commissioner

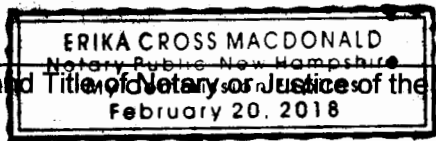
2.6.18
Date

Nashua Soup Kitchen and Shelter Inc.
[Signature]
Name: Michael Reinke
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 2.6.18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace



Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/7/14
Date

[Signature]
Name: [Signature]
Title: [Signature]

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$115,599.00
SFY17	not to exceed \$115,599.00
SFY18	not to exceed \$115,599.00
SFY19	not to exceed \$115,599.00
July 1, 2015 – June 30, 2019: not to exceed \$462,396.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$462,396.00
Total program amount	\$462,396.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

MR

New Hampshire Department of Health and Human Services
 Bidder/Program Name: Nashua Soup Kitchen & Shelter, Inc. Emergency Shelter Program
 Budget Request for: State Grant-In-Aid Funds
 Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 629,885.11	\$ 27,142.26	\$ 657,027.37	\$ 542,845.11	\$ 27,142.26	\$ 569,987.37	\$ 87,020.00	\$ -	\$ 87,020.00
2. Employee Benefits	\$ 92,852.00	\$ 4,642.60	\$ 97,494.60	\$ 92,852.00	\$ 4,642.60	\$ 97,494.60	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:									
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 9,000.00	\$ 350.00	\$ 9,350.00	\$ 7,000.00	\$ 350.00	\$ 7,350.00	\$ 2,000.00	\$ -	\$ 2,000.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:									
Food & Supplies	\$ 12,752.00	\$ 381.70	\$ 13,133.70	\$ 7,634.00	\$ 381.70	\$ 8,015.70	\$ 5,118.00	\$ -	\$ 5,118.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ 75.00	\$ 1,575.00	\$ 1,500.00	\$ 75.00	\$ 1,575.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 24,300.00	\$ 191.95	\$ 24,491.95	\$ 3,839.00	\$ 191.95	\$ 4,030.95	\$ 20,461.00	\$ -	\$ 20,461.00
8. Current Expenses									
Telephone/Web/Internet	\$ 3,500.00	\$ 175.00	\$ 3,675.00	\$ 3,500.00	\$ 175.00	\$ 3,675.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 5,100.00	\$ 205.00	\$ 5,305.00	\$ 4,100.00	\$ 205.00	\$ 4,305.00	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 19,800.00	\$ 990.00	\$ 20,790.00	\$ 19,800.00	\$ 990.00	\$ 20,790.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications (newsletter)	\$ 8,740.00	\$ 437.00	\$ 9,177.00	\$ 8,740.00	\$ 437.00	\$ 9,177.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ 37.50	\$ 787.50	\$ 750.00	\$ 37.50	\$ 787.50	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 1,250.00	\$ 62.50	\$ 1,312.50	\$ 1,250.00	\$ 62.50	\$ 1,312.50	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Client education, employment & assistance	\$ 7,200.00	\$ 360.00	\$ 7,560.00	\$ 7,200.00	\$ 360.00	\$ 7,560.00	\$ -	\$ -	\$ -
Classified ads for hiring	\$ 450.00	\$ 22.50	\$ 472.50	\$ 450.00	\$ 22.50	\$ 472.50	\$ -	\$ -	\$ -
Fundraising	\$ 16,100.00	\$ 805.00	\$ 16,905.00	\$ 16,100.00	\$ 805.00	\$ 16,905.00	\$ -	\$ -	\$ -
TOTAL	\$ 833,159.11	\$ 35,878.01	\$ 869,037.12	\$ 717,560.11	\$ 35,878.01	\$ 753,438.12	\$ 115,599.00	\$ -	\$ 115,599.00

Indirect As A Percent of Direct 4.3%

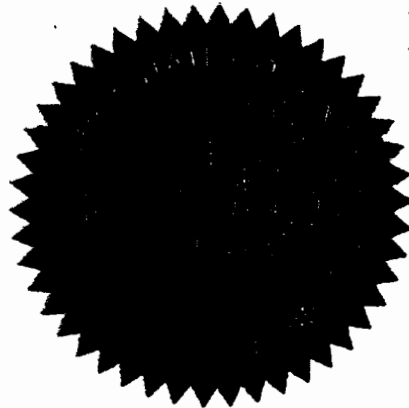
Contractor Initials *MUR*
Date *3/20/18*

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA SOUP KITCHEN AND SHELTER, INC. is a New Hampshire nonprofit corporation formed May 11, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of January A.D. 2016



William M. Gardner

William M. Gardner
Secretary of State



NASHUA SOUP KITCHEN & SHELTER, INC.

P.O. Box 3116, Nashua, NH 03061, (603) 889-7770

CERTIFICATE OF VOTE

I, Raymond R. Mello, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Nashua Soup Kitchen & Shelter Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 12, 2017.
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 20th day of March 2018.
(Date Amendment Signed)

4. Michael Reinke is the duly elected Executive Director of the agency.
(Name of Contract Signatory) (Title of Contract Signatory)

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of March, 2018.

By Raymond Mello.
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

ERIKA CROSS MacDONALD, Notary Public
State of New Hampshire
My Commission Expires February 7, 2023
Commission Expires: _____

MISSION

The Nashua Soup Kitchen & Shelter (NSKS) is dedicated to providing shelter and food to those in need. The overall objective of the agency is to advocate, create, and operate programs and services that promote dignity and self-sufficiency for those we serve. To ensure that basic needs are addressed, the NSKS is committed to joining with others in a community-wide ethic of caring.

NASHUA SOUP KITCHEN AND SHELTER, INC.

FINANCIAL STATEMENTS

JUNE 30, 2016

AND

INDEPENDENT AUDITORS' REPORT



CERTIFIED
PUBLIC
ACCOUNTANT

William P. Connor, CPA, PC

NASHUA SOUP KITCHEN AND SHELTER, INC.

JUNE 30, 2016

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William P. Connor, CPA, PC

DESIGNED
BY
WPCONNOR

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Nashua Soup Kitchen and Shelter, Inc.:

We have audited the accompanying financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nashua Soup Kitchen and Shelter, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Nashua Soup Kitchen and Shelter, Inc.'s 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2015. In our opinion, the summarized comparative information presents herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.



Manchester, New Hampshire
September 21, 2016

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2016

(with comparative totals for 2015)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2016</u>	<u>Total 2015</u>
CURRENT ASSETS:					
Cash (Note 1)	\$ 492,243	\$ -	\$ -	\$ 492,243	\$ 584,728
Cash - capital campaign	-	-	-	-	3,595
Investments (Note 2)	365,971	-	77,262	443,233	423,796
Grants and accounts receivable (Note 1)	58,279	-	-	58,279	289,399
Prepaid expenses	16,396	-	-	16,396	6,399
Total current assets	<u>932,889</u>	<u>-</u>	<u>77,262</u>	<u>1,010,151</u>	<u>1,307,917</u>
LAND, BUILDING AND EQUIPMENT, at cost					
(Notes 1 and 3):					
Land and buildings	2,785,414	-	-	2,785,414	2,785,414
Building improvements	362,479	-	-	362,479	362,479
Kitchen equipment	39,277	-	-	39,277	35,949
Furniture, fixtures and equipment	172,588	-	-	172,588	172,588
	<u>3,359,758</u>	<u>-</u>	<u>-</u>	<u>3,359,758</u>	<u>3,356,430</u>
Less - Accumulated depreciation	840,459	-	-	840,459	744,833
	<u>2,519,299</u>	<u>-</u>	<u>-</u>	<u>2,519,299</u>	<u>2,611,597</u>
OTHER ASSETS:					
Notes receivable (Note 8)	87,615	-	-	87,615	83,654
	<u>\$3,539,803</u>	<u>\$ -</u>	<u>\$77,262</u>	<u>\$3,617,065</u>	<u>\$4,003,168</u>
 <u>LIABILITIES AND NET ASSETS</u>					
CURRENT LIABILITIES:					
Accounts payable	\$ 13,318	\$ -	\$ -	\$ 13,318	\$ 17,668
Accrued expenses	88,901	-	-	88,901	90,382
Security deposits	650	-	-	650	425
Current portion of long term debt (Note 3)	5,595	-	-	5,595	11,739
Total current liabilities	<u>108,464</u>	<u>-</u>	<u>-</u>	<u>108,464</u>	<u>120,214</u>
LONG TERM DEBT, less current portion shown above (Note 3)					
	<u>14,707</u>	<u>-</u>	<u>-</u>	<u>14,707</u>	<u>189,564</u>
NET ASSETS (Note 1):					
Unrestricted	3,416,632	-	-	3,416,632	3,617,531
Temporarily restricted	-	-	-	-	8,548
Restricted	-	-	77,262	77,262	67,311
Total net assets	<u>3,416,632</u>	<u>-</u>	<u>77,262</u>	<u>3,493,894</u>	<u>3,693,390</u>
	<u>\$3,539,803</u>	<u>\$ -</u>	<u>\$77,262</u>	<u>\$3,617,065</u>	<u>\$4,003,168</u>

The accompanying notes to financial statements
are an integral part of these statements.

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2016
(with comparative totals for 2015)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2016</u>	<u>Total 2015</u>
SUPPORT AND REVENUE:					
Support					
Public contributions	\$ 738,357	\$ -	\$ -	\$ 738,357	\$ 746,141
In-kind contributions (Note 4)	1,656,026	-	-	1,656,026	1,272,880
City of Nashua, New Hampshire					
Community Block Grant	26,500	-	-	26,500	24,000
State of New Hampshire					
Emergency Shelter Program Grant	115,599	-	-	115,599	73,388
Town grants, New Hampshire	17,500	-	-	17,500	17,500
Special events	210,997	-	-	210,997	202,432
Stewart McKinney Grant	-	-	-	-	42,557
Other grants	89,576	-	-	89,576	63,194
Rent- Transitional Housing	15,575	-	-	15,575	6,029
Capital campaign	-	<u>26,654</u>	-	<u>26,654</u>	<u>275,190</u>
Total support	<u>2,870,130</u>	<u>26,654</u>	<u>-</u>	<u>2,896,784</u>	<u>2,723,311</u>
Revenue					
Investment income	23,553	-	2,236	25,789	23,723
Investment return	<u>(6,665)</u>	<u>-</u>	<u>2,761</u>	<u>(3,904)</u>	<u>(16,284)</u>
Total revenue	<u>16,888</u>	<u>-</u>	<u>4,997</u>	<u>21,885</u>	<u>7,439</u>
Net assets released from restrictions satisfaction of usage requirement					
	<u>30,248</u>	<u>(35,202)</u>	<u>4,954</u>	<u>-</u>	<u>-</u>
Total support and revenue	<u>\$2,917,266</u>	<u>\$ (8,548)</u>	<u>\$ 9,951</u>	<u>\$2,918,669</u>	<u>\$2,730,750</u>

The accompanying notes to financial statements
are an integral part of these statements.

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2016
(with comparative totals for 2015)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2016</u>	<u>Total 2015</u>
EXPENSES:					
Program Services					
Kitchen	\$2,109,271	\$ -	\$ -	\$2,109,271	\$1,771,293
Shelter	728,630	-	-	728,630	635,966
Housing	<u>79,287</u>	<u>-</u>	<u>-</u>	<u>79,287</u>	<u>79,514</u>
Total program services	<u>2,917,188</u>	<u>-</u>	<u>-</u>	<u>2,917,188</u>	<u>2,486,773</u>
Support Services					
Management and general	90,569	-	-	90,569	108,832
Fundraising	<u>110,408</u>	<u>-</u>	<u>-</u>	<u>110,408</u>	<u>102,612</u>
Total support services	<u>200,977</u>	<u>-</u>	<u>-</u>	<u>200,977</u>	<u>211,444</u>
Total program and support expenses	<u>3,118,165</u>	<u>-</u>	<u>-</u>	<u>3,118,165</u>	<u>2,698,217</u>
INCREASE (DECREASE) IN NET ASSETS	(200,899)	(8,548)	9,951	(199,496)	32,533
NET ASSETS, beginning of year	<u>3,617,531</u>	<u>8,548</u>	<u>67,311</u>	<u>3,693,390</u>	<u>3,660,857</u>
NET ASSETS, end of year	<u>\$3,416,632</u>	<u>\$ -</u>	<u>\$ 77,262</u>	<u>\$3,493,894</u>	<u>\$3,693,390</u>

The accompanying notes to financial statements
are an integral part of these statements.

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2016

(with comparative totals for 2015)

	<u>Program Services</u>				<u>Fundraising</u>	<u>Total</u>	<u>Total</u> <u>2015</u>
	<u>Soup Kitchen</u>	<u>Shelter</u>	<u>Transition Housing</u>	<u>Management and General</u>			
SALARIES AND RELATED EXPENSES:							
Salaries	\$ 256,524	\$426,485	\$ 37,750	\$ 54,785	\$ 7,112	\$ 782,656	\$ 760,689
Payroll taxes	20,002	34,000	2,783	4,293	585	61,663	59,258
Employee benefits	<u>30,370</u>	<u>58,812</u>	<u>8,754</u>	<u>7,403</u>	<u>1,009</u>	<u>106,348</u>	<u>109,376</u>
	<u>306,896</u>	<u>519,297</u>	<u>49,287</u>	<u>66,481</u>	<u>8,706</u>	<u>950,667</u>	<u>929,323</u>
OTHER EXPENSES:							
In-kind food and services	1,489,346	100,473	5,774	2,721	57,712	1,656,026	1,272,880
Depreciation	67,236	13,657	7,170	6,656	908	95,627	89,264
Utilities	34,756	11,594	3,253	3,750	511	53,864	57,450
Interest expense	537	1,090	-	123	17	1,767	1,457
Food and supplies	107,620	8,643	-	-	-	116,263	119,336
Client assistance	19,988	7,214	1,195	-	-	28,397	26,767
Postage	857	812	96	134	18	1,917	1,836
Insurance	23,907	20,218	3,179	3,575	488	51,367	54,050
Office expense	4,832	5,715	1,010	873	119	12,549	12,419
Telephone	2,403	1,613	-	304	41	4,361	4,585
Newsletter	8,076	7,232	806	1,218	166	17,498	20,070
Repairs and maintenance	7,519	743	646	673	92	9,673	11,937
Professional fees	6,061	10,018	1,403	1,322	180	18,984	13,388
Miscellaneous	2,568	108	25	204	28	2,933	5,406
Travel	1,961	2,184	437	-	-	4,582	4,406
Extermination	1,313	3,498	-	-	-	4,811	2,620
Advertising and website	920	2,096	66	-	-	3,082	4,731
Training	261	2,560	303	-	-	3,124	326
Maintenance services	22,214	6,685	4,637	2,535	346	36,417	31,587
Bad debt expense	-	-	-	-	-	-	-
Fundraising	-	-	-	-	41,076	41,076	31,801
Capital campaign expenses	-	<u>3,180</u>	-	-	-	<u>3,180</u>	<u>2,578</u>
	<u>1,802,375</u>	<u>209,333</u>	<u>30,000</u>	<u>24,088</u>	<u>101,702</u>	<u>2,167,498</u>	<u>1,768,894</u>
TOTAL FUNCTIONAL EXPENSES	<u>\$2,109,271</u>	<u>\$728,630</u>	<u>\$ 79,287</u>	<u>\$ 90,569</u>	<u>\$110,408</u>	<u>\$3,118,165</u>	<u>\$2,698,217</u>

The accompanying notes to financial statements
are an integral part of these statements.

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF CASH FLOW

FOR THE YEAR ENDED JUNE 30, 2016
(with comparative totals for 2015)

	<u>Total</u> <u>2016</u>	<u>Total</u> <u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$(199,496)	\$ 32,533
Adjustment to reconcile change in net assets to net cash provided by operating activities -		
Depreciation	95,627	89,264
Unrealized (appreciation) depreciation of investments	(1,513)	7,144
(Increase) decrease in the following assets:		
Cash - capital campaign	3,595	525,792
Grants and accounts receivable	231,120	582,063
Prepaid expenses	(9,997)	(5,383)
Increase (decrease) in the following liabilities:		
Accounts payable	(4,350)	(322,591)
Accrued expenses	(1,481)	18,571
Security deposits	225	-
Net cash provided by operating activities	<u>113,730</u>	<u>927,393</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(3,329)	(920,415)
Net proceeds from sale of investments	615,966	161,648
Purchase of investments	(633,890)	(170,470)
Increase in note receivable	<u>(3,961)</u>	<u>(3,780)</u>
Net cash provided by (used in) investing activities	<u>(25,214)</u>	<u>(933,017)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from long term debt	-	181,210
Principal payments on long term debt	<u>(181,001)</u>	<u>(15,481)</u>
Net cash provided by financing activities	<u>(181,001)</u>	<u>165,729</u>
NET INCREASE (DECREASE) IN CASH	(92,485)	160,105
CASH, beginning of year	<u>584,728</u>	<u>424,623</u>
CASH, end of year	<u>\$ 492,243</u>	<u>\$ 584,728</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:

Interest	\$ 1,767	\$ 1,457
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The accompanying notes to financial statements
are an integral part of these statements.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

1. Summary of significant accounting policies:

Organization - The Organization provides meals, emergency shelter, transitional housing, food baskets and advocacy to poor and homeless men, women and families in the Greater Nashua, New Hampshire area. Additionally, the Organization owns a subsidiary that was setup to acquire rental properties in the Greater Nashua area to provide housing to low and moderate income individuals and families.

Standards of accounting and reporting - The Organization prepares its financial statements in accordance with accounting principles generally accepted in the United States and follows the standards of accounting and financial reporting prescribed for voluntary health and welfare organizations. The Organization follows the accrual method of accounting, recognizing revenue when earned and expenses when incurred.

The accompanying financial statements report information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Temporary restricted net assets - Represents amounts that have been contributed to the Organization that have restrictions that preclude the Organization from using funds to a future period.

Permanently restricted net assets - Net assets resulting from public support and revenue whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

Functional expenses - Direct expenses are charged to their specific program as incurred. Any expenditures not directly chargeable are allocated to a program based on the proportion of time spent on each program by the staff.

Income tax status - The Organization is exempt from income taxes under Internal Revenue Code, Section 501(c)(3). The Organization can be taxed on activities considered by the Internal Revenue Service to be outside of the Organization's exempt purpose.

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2016, 2015 and 2014 are subject to examination by the IRS, generally for three years after they were filed.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

1. Summary of significant accounting policies (cont'd):

Land, building and equipment - Land, building and equipment purchased are recorded at cost. The Organization follows the policy of charging to expenses annual amounts of depreciation which allocates the cost of buildings and equipment over their estimated useful lives. The Organization employs the straight-line method for determining the annual charge for depreciation. The ranges of the estimated useful lives used are as follows:

	<u>Years</u>
Buildings	27.5 - 40
Building improvements	27.5
Kitchen equipment	10
Furniture, fixtures and equipment	5 - 10

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Use of estimates - The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - All highly liquid investments with a maturity of one year or less are considered to be cash equivalents. At June 30, 2016, the carrying amount of the Organization's cash was \$492,243 and the institution balance was \$487,192. Of this amount, \$487,192 was covered by federal depositor's insurance and none was uninsured.

Grants and accounts receivable - Grants and accounts receivable consists principally of the grants receivable from governmental agencies and rent receivable from tenants. Grants and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements. The accounts receivable in the accompanying consolidated financial statements have been reduced by an allowance for doubtful accounts of \$ 0.

Advertising costs - The Company expenses all advertising costs as incurred. Advertising and marketing expenses for the year ended June 30, 2016 amounted to \$3,082.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

2. Investments:

The Organization records investments at fair market value. Book value represents the cost of the original investments and fair market value is determined by using level 1 inputs which are quoted market prices. There were no level 2 or 3 inputs used to determine fair market value. The fair market values and unrealized depreciation of investments at June 30, 2016 are summarized as follows:

	<u>Book Value</u>	<u>Market Value</u>	<u>Unrealized Appreciation (Depreciation)</u>
Equity mutual funds	\$ 182,089	\$195,141	\$ 13,052
Fixed-income mutual funds	216,651	219,871	3,220
Money markets and cash equivalents	<u>28,221</u>	<u>28,221</u>	<u>-</u>
	<u>\$426,961</u>	<u>\$443,233</u>	<u>\$ 16,272</u>

The Organization recognized net investment return (loss) on their investment portfolio of \$(3,904) which included recognized realized gains of \$24,926 and management fees of \$2,847 for the year ended June 30, 2016. The Organization's investments are not insured by the FDIC and are not collateralized and therefore are subject to market risks.

3. Long-term debt:

Long-term debt consisted of the following as of June 30, 2016:

20 year fixed rate mortgage note payable in monthly installments of principal and interest of \$540. The note is secured by the real estate located at 29 Kinsley Street, Nashua, New Hampshire and bears interest at a rate of 5.0%.	\$ 20,302
Less - current portion	<u>5,595</u>
	<u>\$ 14,707</u>

Principal maturity of the mortgage note is expected to be as follows:

2017	\$ 5,595
2018	5,881
2019	6,182
2020	<u>2,644</u>
	<u>\$ 20,302</u>

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

4. In-kind contributions:

Donated materials and equipment are reflected as contributions in the accompanying financial statements at fair market value at the date of the donation. Donated professional services have been reflected in the statements at the fair market value for those services. These transactions have been allocated as follows:

	<u>Kitchen</u>	<u>Shelter</u>	<u>Trans Housing</u>	<u>Management and Fundraising</u>	<u>Total</u>
Donated food	\$1,222,953	\$ 5,776	\$ 571	\$ -	\$1,229,300
Donated equipment and materials	188,177	76,828	2,640	54,452	322,097
Services	<u>78,216</u>	<u>17,869</u>	<u>2,563</u>	<u>5,981</u>	<u>104,629</u>
	<u>\$1,489,346</u>	<u>\$100,473</u>	<u>\$5,774</u>	<u>\$60,433</u>	<u>\$1,656,026</u>

5. Retirement plan:

The Organization offers a defined contribution retirement plan under the Internal Revenue Code 403(b) voluntary tax deferred annuity program. Full-time employees are eligible for this benefit after one year of continuous employment. The Organization matches each dollar contributed by employees up to a maximum of 5% of regular salary. After five years of continuous employment, the Organization will match up to 12% of the employee's regular salary at a ratio of 1 to 1, not to exceed limits allowed under tax law. Total Organizational contributions for the year ended June 30, 2016 were \$38,784.

6. Permanently restricted funds:

The restricted permanent fund is a fund that was created by one donor whereby a principal gift of \$100,000 was permanently restricted with income available for general charitable purposes; provided, however, that if the income of the fund is less than 6%, additional funds from capital gains or from corpus, may be expended so that the minimum of 6% shall be expended annually for its general charitable purposes. The permanent fund value at June 30, 2016 was \$77,262.

Interpretation of relevant law - The Board of the Organization follows the Uniform Prudent Management of Institutional Funds Acts (the Act) and has interpreted the Act as requiring the preservation of the fair value of the original gift as of the gift date of the 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 (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

6. Permanently restricted funds (cont'd):

The remaining portion of a donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by the Act. In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the Organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the Organization
7. The investment policies of the Organization

Return objections and risk parameters - The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

Strategies employed for achieving objectives - To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on investments in equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending policy and how the investment objectives relate to spending policy - As noted previously, the one restricted donation lost a significant amount of its value the year after it was received. Even though the provision of the gift allows the Board to spend 6% of the fund each year, they have decided not to take any funds until the original donation value is restored.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

6. Permanently restricted funds (cont'd):

Permanent net assets activity for the year ended June 30, 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor restricted funds				
July 1, 2015	\$ -	\$ 8,548	\$ 67,311	\$ 75,859
Temporary unused capital fund	-	(8,548)	4,954	(3,594)
Investment return:				
Investment income	-	-	6,208	6,208
Net appreciation	<u>-</u>	<u>-</u>	<u>(1,211)</u>	<u>(1,211)</u>
Donor restricted funds				
June 30, 2016	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 77,262</u>	<u>\$ 77,262</u>

7. Notes receivable:

Note receivable represents unsecured loans made to the NH Community Loan Fund, a non-profit agency, at an interest rate as indicated below. Interest is paid annually at June 30. The note matures as follows:

<u>Note Value</u>	<u>Interest</u>	<u>Maturity</u>
\$32,261	5%	11/30/2023
32,262	5%	11/30/2023
<u>23,092</u>	4%	6/30/2019
<u>\$87,615</u>		

Based on interest rates at June 30, 2016 for similar loans by independent established lending institutions, the fair value of these notes approximate the amount recorded in the financial statements at that date.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2016

8. Capital Campaign:

The Organization has grown significantly over the past 10 years as it continues to provide additional services to the poor and homeless families of Greater Nashua area. The increase in demand and services has led to the need for a new kitchen and operations facility for the Organization. To fund the acquisition and renovation of the new facility, the Organization began a capital campaign in the fall of 2012 to raise necessary funds.

The Organization located and purchased a new facility in April 2013 and completed the renovation in August 2014. Cash and promises to give are restricted to the payment of the costs and expenses of this capital campaign. As of June 30, 2016, the campaign had raised in total, \$2,531,630 and had incurred costs of \$2,531,630. The temporary restricted funds represent funds that have been collected or pledged as of June 30, 2016 that were restricted to the capital fund but were not spent as of that time.

9. Evaluation of subsequent events:

The Organization has evaluated events through September 21, 2016, the date which the financial statements were available to be issued.



Nashua Soup Kitchen & Shelter, Inc.

Nashua Soup Kitchen & Shelter, Inc. Board of Directors - 2017

Brian Cullen - President Bedford NH	2017
Kathie Feltus Nashua NH	2018
John Fisher Nashua NH	2018
Janet Griffin Hollis NH	2017
Steven Harper Hollis NH	2019
Linda Kipnes Hudson NH	2017
June Lemen - Vice President Nashua NH	2018
Krishna Mangipudi - Treasurer Nashua NH	2017
Ray Mello - Clerk Merrimack NH	2019
Rick Ruo Nashua NH	2017
Jerry Ryan Nashua NH	2019
Mary Slocum - Vice President Nashua NH	2018
Michelle Wheeler Merrimack NH	2017

All Board members can be contacted through the NSK&S, PO Box 3116, Nashua, NH 03061

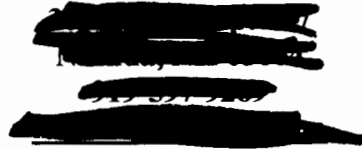
() = term ends at year end

Effective 04/01/2017

Michael Reinke, Executive Director



Michael Reinke



Employment

- 2016 – present Executive Director
Nashua Soup Kitchen & Shelter
- 2015 – 2016 Executive Director
Inter-Faith Council for Social Service
- Developed \$300,000 of new federal and state grants and increased existing local grants totaling \$100,000 by 13%
 - Negotiated a \$2,600,000 estate gift
 - Launched FoodfortheSummer.org doubling the number of meal sites and children served from 2015 to 2016
 - Identified the resources and opportunity to integrate the agency's five separate databases to one integrated system
 - Placed 27 articles in the local news media
- 2012-2015 Director of Development
Duke University Sanford School of Public Policy – Director of Development
- Managing the major gift initiative for the Sanford School of Public Policy as part of the Duke Forward Campaign
 - \$25 million raised over a two year period
 - Developing the infrastructure to long term support for the college
- 2011- 2012 Director of Development
PeaceHealth St. Joseph Medical Center Foundation – Major Gifts
- Managed the major gift initiative for the Center for Integrated Cancer Care raising \$8,000,000 in an 11 month period
 - Formalized a prospect tracking system and with regular reporting
 - Developed and executed a constituent engagement plans for potential prospects and for healthcare providers
- 2007 – 2011 Director of Development
Woodring College of Education, Western Washington University
- Giving by assigned prospects increased 117% from \$81,727 in 2007 to \$178,157 in 2010 fiscal year
 - Eleven corporations and foundations contributed \$165,000, over the past two and a half years, an increase from one organization contributing \$3,000
 - Established three endowments with gifts totaling \$100,000
 - Named scholarships increased 69% from 32 in 2007 to 54 in 2010
 - Established the first Friends of Woodring with fourteen outside members
 - Launched a planned giving initiative with initial commitments of \$325,000
- 2004 – 2007 Executive Director
Indiana Coalition on Housing and Homeless Issues
- Annual budget of 1.4 million and a staff of 14

- Increased membership by from 57 to 134 members and created the first “legislative awareness day” with 180 people participating annually
- With two other statewide partners developed “Indiana’s Campaign for Affordable Housing” resulting in a \$7,000,000 annual line item, the first state funding for the issue of affordable house
- Corporate support increased from three organizations to ten with an average gift of \$8,000
- Placed over 80 articles in the newspaper, television or radio, including three separate editorials in the Indianapolis Star
- Planned and coordinated the first statewide conference on hunger and nutrition.
- State captain for federal lobbying efforts on homeless and poverty issues.

2001 - 2003

Executive Director

United Way Community Services of Monroe County, Inc.

- Annual budget of 1.6 million and a staff of 7
- Raised a record \$1.78 million in 2002, with over \$130,000 in first-time gifts to the United Way.
- Recruited more than 30 new corporate campaigns with over 4,000 employees, a 25 percent increase.
- Led a community-wide needs assessment providing a five-year plan for community development and philanthropy.
- Introduced and implemented an outcomes-based allocations model.

1997 - 2001

Executive Director

Shelter, Inc.

- Annual budget of \$700,000 and a staff of 20.
- Increased annual giving by 180%, including \$110,000 in individual gifts and \$30,000 in corporate gifts.
- Secured more than one million dollars in renewable and nonrenewable funding from federal, state, and local governments, foundation grants and individual bequests.
- Planned and developed
 - 22 units of transitional housing
 - Indiana’s first federally funded single room occupancy units
 - The Shalom Community Day Center, daily serving over 200 people

1994 - 1997

Executive Director

Holy Trinity Neighborhood Center (Episcopal), New York City, New York

- Annual budget of 120 thousand and a staff of eight.
- Directed a homeless shelter, soup kitchen, after-school program, senior lunch program, computer-learning center, and summer camp.

Volunteer

- Piedmont Health Care – the community health care center for the upper Piedmont Region.
- El Futuro – providing mental health care for children and families where Spanish is the primary language.
- Bull City Forward – promoting social entrepreneurship in the Research Triangle.

Education

MBA
2010

Western Washington University, Bellingham, Washington

Certification
2000

School of Philanthropy, Indiana University
Nonprofit management

M. Div.
1996

Union Theological Seminary, New York City, New York
Master's thesis on education, religion, and the civil-rights movement

B.A.
1991

Wesleyan University, Middletown, Connecticut
Undergraduate Majors in African-American Studies and Government

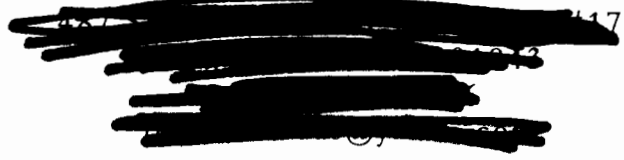
Recognition

Distinguished Hoosier, Office of the Governor of Indiana, May 2007

Skills and abilities

Distance bicycling, guitar, banjo, and mandolin

OLGA CRUZ



EXPERIENCE

12-07 – Present Nashua Soup Kitchen & Shelter Nashua, NH

Program Director

Monitor the daily operations of two emergency shelters, a soup kitchen, 3 transitional apartments, and the administrative staff. Assure that all shelter and kitchen guidelines are followed in order to keep the staff and clients safe. Other responsibilities include budgeting, grant reporting, liaison between the city welfare office and other social service agencies to network in providing services to the clients. Administer performance reviews, supervision of office staff and managers. Participate in the shelter directors meetings, ending homelessness meetings, continuum of care meetings, and other meetings as necessary for the Greater Nashua Area.

2/07 – 12/07 *Hispanic Advocate*

Assisted the Hispanic population in accessing services with other providers and referred them to the appropriate agency. Assessed client needs and assisted them by collaborating with other agencies to obtain funds for clients who were facing eviction, have utility shut off notices, vital records, and other issues. Clients received a loan from the agency so that they can keep their utility services active, and also received financial assistance to avoid eviction.

8/99 - 8/05 CAB Health & Recovery Services, Inc. Danvers, MA

Program Manager

Responsibilities included the overall daily operations of two residential treatment programs for women and children. Assured that all residents were safe and followed program guidelines and procedures. Delegated and monitored tasks assigned to staff for completion in a timely manner. Responsible for accounts receivables, budgeting, staff meetings, liaison between the agency and outside service providers, mediation between residents, administering performance reviews, supervision of all employees, house meetings with residents, attended program managers meetings, health & safety meetings, and other meetings as required. Also helped others with whatever was necessary.

7/97 - 8/99

Office Manager

Supervision of the House Manager and the Driver; arranged meetings, transportation schedule for residents; delegated work; daycare menus; staff meetings; manager meetings; budgeting, incoming calls, general office procedures, accounts receivables, accounts payables; developed and maintained budgets for food, housekeeping, medical supplies, office supplies, etc; data entry for the research team, third party billing, bank deposits, and many other tasks as necessary.

1992-1996 Dipti V. Shah, R.P.T. Lowell, MA

Officer Manager

Managed three offices for the sole proprietor of a physical therapy office; general office procedures. Accounts payable, accounts receivables, bank deposits, owner's banking accounts, supervised 4 employees plus delegated work to other staff members, traveled between offices for necessary paperwork and files to be completed, incoming and outgoing calls. Produced patient reports, collections, attorney liaison.

Cont'd Olga Cruz Resume

1983 - 1991 Lowell Community Health Center Lowell, MA
Administrative Assistant

Incoming and outgoing calls, third party billing, general office procedures, translated, pediatric/adult appointments, registered new patients, completed new records, data entry, mental health appointments, reports, scheduled meetings, etc.

EDUCATION

University of Phoenix
BS/BM 2010

1994-1996 Newbury College - Brookline, MA
Associates of Science in Paralegal

- Attended 3 semesters of course studies.

1993 G.L.R.V.T.H.S. - Lowell, MA
Legal Secretary Certificate

Intensive 900 hours certificate in a 6 month period. MS Word, Powerpoint, Excel, Desktop Publishing, WordPerfect, Transcribing, Legal Terminology, Technical Business Writing, and Business Math.

Certificate in Collections
Legal Secretary Certificate
Type 95 WPM
Organizational Skills
Communication Skills
Leadership Skills
Certificate in Batterer's Prevention Program

LANGUAGE

Fluent in Spanish

Nashua Soup Kitchen & Shelter, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Reinke	Executive Director	\$91,800	0	0
Olga Cruz	Program Director	\$62,424	0	0

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

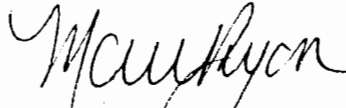
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

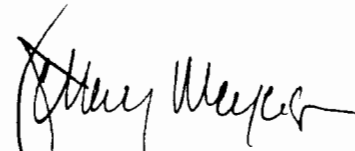
Source of Funds: 100% General Funds

Respectfully submitted,



Maireen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

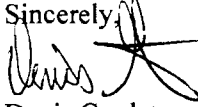
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Nashua Soup Kitchen and Shelter Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 2 Quincy Street, PO Box 3116, Nashua, NH 03061.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$115,599 from \$231,198 to read: \$346,797.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

MR

3/14/2017



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.
This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

[Signature]
Name: Maureen Ryan
Title: Director

Nashua Soup Kitchen and Shelter Inc.

8/11/2017
Date

[Signature]
Name: Michael Reinke
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 5/11/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

ERIKA CROSS MACDONALD
Notary Public New Hampshire
My Commission Expires 2/20/18

Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/20/18



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/16/17

Name: [Signature]
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$115,599.00
SFY17	not to exceed \$115,599.00
SFY18	not to exceed \$115,599.00
July 1, 2015 – June 30, 2018:	not to exceed \$346,797.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$346,797.00
Total program amount	\$346,797.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE**
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the

NR

5/11/2017



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

40 9

10/7/15 #9

August 5, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals through the State Grant-in-Aid Funds program, in an amount not to exceed \$359,364, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061	\$231,198
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246	\$128,166

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$179,682
2017	102-500731	Contracts for Program Services	\$179,682
			\$359,364

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because award decisions were not made until June 9, 2015. Additionally, the selected vendors were delayed in returning executed contract documents in proper form to the Department.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes two (2) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$451,028 of the total \$6,569,941 being funded. Twenty-five (23) of the contracts were previously approved by the Governor and Executive Council approval on the August 26, 2015 and two (2) contracts are anticipated to be scheduled for Governor and Executive Council approval on the September 16, 2015 meeting.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

RFP Name

RFP Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House (C)		205	180
2. CAP Belnap-Merrimack, Inc. (I)		205	137
3. Child and Family Services (I)		205	196
4. Community Action Partnership of Strafford County (I)		205	161
5. Concord Coalition to end Homelessness (I)		205	177
6. Cross Roads House, Inc. (C)		205	198
7. Families in Transition (Emergency Shelter)		205	190
8. Families in Transition (Transitional Shelter)		205	191
9. Families in Transition		205	185
10. Families in Transition		205	188
11. Family Promise of Greater Nashua at Anne Marie House		205	90
12. Friend's Emergency Housing Program		205	162
13. Harbor Homes, Inc.		205	190
14. The Front Door, Inc.		205	109
15. Helping Hand's Outreach and Ministries		205	180
16. Laconia Area Community Land Trust		205	183
17. Marguerite's Place, Inc.		205	163
18. Merrimack Valley Assistance Program		205	110
19. My Friend's Place		205	167
20. Nashua Soup Kitchen and Shelter, Inc.		205	165
21. New Horizons		205	168
22. NH Coalition Against Domestic and Sexual Violence		205	174
23. NH Legal Assistance		205	175
24. Southern NH Services, Inc.		205	164
25. Southwestern Community Services, Inc.		205	181
26. The Front Door Agency, Inc.		205	177
27. The Salvation Army Carey House Homeless Shelter		205	139
28. The Salvation Army McKenna House		205	168
29. The Way Home		205	171
30. Tri-County Community Action Program, Inc.		205	162
31. Veteran's Inc.		205	180
32. The Way Home		205	196
33. Child and Family Services		205	190
34. Tri-County CAP - Prevention		205	109
35. Southwestern Comm Svcs		205	182
36. Headrest, Inc.		205	76
37. Bridge House (C)		205	180
38. Cross Roads House, Inc. (C)		205	198

1. Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Business Administrator IV
5. Program Planning and Review Specialist

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Nashua Soup Kitchen and Shelter, Inc.		1.4 Contractor Address 2 Quincy Street PO Box 3116 Nashua NH 03061	
1.5 Contractor Phone Number 603-889-7770	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$231,198
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Lisa Christ</i>		1.12 Name and Title of Contractor Signatory Lisa Christie, executive director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7.8.15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Erika Cross Macdonald</i>			
1.13.2 Name and Title of Notary or Justice of the Peace ERIKA CROSS MACDONALD Notary Public - New Hampshire My Commission Expires February 20, 2018			
1.14 State Agency Signature <i>Mary Ann Cogan</i>		1.15 Name and Title of State Agency Signatory MARY ANN COGAN ASSOCIATE COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. Cole</i> Megan A. Cole - Attorney On: <u>9/13/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: h
Date: 7.8.15

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: L
Date: 7-8-15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

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Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$115,599.00
SFY17 not to exceed \$115,599.00

July 1, 2015 – June 30, 2017: not to exceed \$231,198.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services \$231,198.00

Total program amount \$231,198.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

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Exhibit B

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- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

58 Ast St. Nashua, Hillsborough, NH
29 Kinsley St. " " "

Check if there are workplaces on file that are not identified here.

Contractor Name: Nashua Soup Kitchen: Shelter, Inc
(NSKS)

7.8.15
Date

Lisa Christ
Name: Lisa Christie
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: NSKS

7.8.15
Date

Lisa Christie
Name: Lisa Christie
Title: executive director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: NSKS

7.8.15
Date

Lisa Christie
Name: Lisa Christie
Title: executive director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials L

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: NSKS

7.8.15
Date

Lisa Christie
Name: Lisa Christie
Title: Executive Director

Exhibit G

Contractor Initials h

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7.8.15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: NSKS

7.8.15
Date

Lisa Christie
Name: Lisa Christie
Title: executive director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

h



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

L

7.8.15



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>NH DHHS</u> The State	<u>Nashua Soup Kitchen : Shelter, Inc</u> Name of the Contractor
<u>Mary Ann Conway</u> Signature of Authorized Representative	<u>Lisa Christie</u> Signature of Authorized Representative
<u>MARY ANN CONWAY</u> Name of Authorized Representative	<u>Lisa Christie</u> Name of Authorized Representative
<u>Associate Commissioner</u> Title of Authorized Representative	<u>executive director</u> Title of Authorized Representative
<u>8/14/15</u> Date	<u>7.8.15</u> Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NSKS

7-8-15
Date

Lisa Christie
Name: Lisa Christie
Title: executive director

Contractor Initials LC
Date 7-8-15



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: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 4 South State Street, PO Box 353, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$277,373 from \$832,119 to read: \$1,109,492.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

New Hampshire Coalition Against
Domestic and Sexual Violence

Jan 16, 2018
Date

[Signature]
Name: Lyn M. Schollett
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 1-16-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Pamela English
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10 29-19

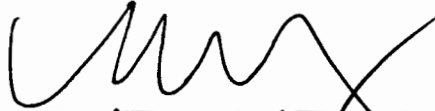


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/16
Date


Name: Mica A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$277,373.00
SFY17	not to exceed \$277,373.00
SFY18	not to exceed \$277,373.00
SFY19	not to exceed \$277,373.00

July 1, 2015 – June 30, 2019: not to exceed \$1,109,492.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$1,109,492.00
Total program amount	\$1,109,492.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services										
Bidder/Program Name: New Hampshire Coalition Against Domestic & Sexual Violence										
Budget Request for: State Grant-In-Aid Funds										
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 554,746.00	\$ -	\$ 554,746.00	\$ 277,373.00	\$ -	\$ 277,373.00	\$ 277,373.00	\$ -	\$ 277,373.00	\$ 277,373.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 554,746.00	\$ -	\$ 554,746.00	\$ 277,373.00	\$ -	\$ 277,373.00	\$ 277,373.00	\$ -	\$ 277,373.00	\$ 277,373.00

Indirect As A Percent of Direct 0.0%

Contract Initials lms
Date 4-5-18

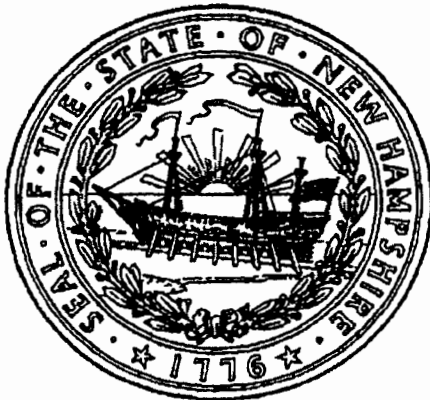
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 30, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63838



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 3rd day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Lindsay Nadeau, Chair of the Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the New Hampshire Coalition Against Domestic and Sexual Violence.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 28, 2017:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 5th day of April, 2018.
(Date Contract Signed)

4. Lyn M. Schollett is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer) Chair, NHCADSV

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5th day of April, 2018.

By Lindsay Nadeau
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10-29-19

CERTIFICATE OF VOTE

I, Lindsay Nadeau, Chairperson, Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the NH Coalition Against Domestic and Sexual Violence _____.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 28, 2017 _____:
(Date)

RESOLVED: That the Executive Director _____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 16th day of January, 2018 _____.
(Date Amendment Signed)

4. Lyn Schollett is the duly elected Executive Director _____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack _____

The forgoing instrument was acknowledged before me this 16th day of January, 2018 _____,

By Lindsay Nadeau _____
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

Our Mission

The New Hampshire Coalition Against Domestic and Sexual Violence creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

This mission is accomplished by the Coalition, which includes 14 independent community-based member programs, a Board of Directors and a central staff working together to:

- Influence public policy on the local, state and national levels;
- Ensure that quality services are provided to victims;
- Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking;
- Prevent violence and abuse before they occur.

NEW HAMPSHIRE COALITION AGAINST
DOMESTIC AND SEXUAL VIOLENCE

AUDITED FINANCIAL STATEMENTS

June 30, 2017 and 2016

SINGLE AUDIT REPORTS

June 30, 2017

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2017 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 3, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

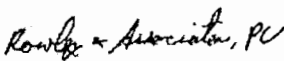
Other Matters

Other information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 18, 2017, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence'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 effectiveness of the New Hampshire Coalition Against Domestic and Sexual Violence's 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 New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.



Rowley & Associates, P.C.
Concord, New Hampshire
October 18, 2017

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Financial Position
 June 30, 2017 and 2016

ASSETS	<u>2017</u>	<u>2016</u>
<u>CURRENT ASSETS</u>		
Cash, unrestricted	\$ 693,733	\$ 374,488
Cash, temporarily restricted	-	38,348
Grants Receivable	1,316,633	1,112,096
Prepaid Expenses	11,516	12,552
Total Current Assets	<u>2,021,882</u>	<u>1,537,484</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	102,623	102,623
Building Improvements	25,736	25,736
	<u>448,094</u>	<u>448,094</u>
Less Accumulated Depreciation	(226,761)	(217,290)
Total Property and Equipment, Net	<u>221,333</u>	<u>230,804</u>
 Total Assets	 <u>\$ 2,243,215</u>	 <u>\$ 1,768,288</u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	\$ 6,046	\$ 5,751
Accounts Payable	1,115,289	914,251
Accrued Expenses	84,503	74,949
Total Current Liabilities	<u>1,205,838</u>	<u>994,951</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt, Net of Current Portion	<u>37,861</u>	<u>43,903</u>
<u>NET ASSETS</u>		
Unrestricted	999,516	691,086
Temporarily Restricted	-	38,348
Total Net Assets	<u>999,516</u>	<u>729,434</u>
 Total Liabilities and Net Assets	 <u>\$ 2,243,215</u>	 <u>\$ 1,768,288</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Activities
 Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>UNRESTRICTED NET ASSETS</u>		
Support and Revenue:		
Grant Revenue	\$ 5,369,395	\$ 4,729,261
Contributions	535,168	330,241
Donated Services	134,937	169,443
Miscellaneous income	15,785	25,800
Total Support and Revenue	<u>6,055,285</u>	<u>5,254,745</u>
<u>NET ASSETS RELEASED FROM RESTRICTIONS</u>		
Net Assets Released from Donor Imposed Restriction	<u>38,348</u>	<u>63,687</u>
<u>EXPENSES</u>		
Program Services	5,641,959	5,091,124
Management and General	126,767	141,588
Fundraising	16,477	19,287
Total expenses	<u>5,785,203</u>	<u>5,251,999</u>
Increase in Unrestricted Net Assets	<u>308,430</u>	<u>66,433</u>
<u>TEMPORARILY RESTRICTED NET ASSETS</u>		
Grant Revenue	-	55,769
Net Assets Released from Donor Imposed Restriction	<u>(38,348)</u>	<u>(63,687)</u>
(Decrease) in Temporarily Restricted Net Assets	<u>(38,348)</u>	<u>(7,918)</u>
INCREASE IN NET ASSETS	270,082	58,515
NET ASSETS AT BEGINNING OF YEAR	<u>729,434</u>	<u>670,919</u>
NET ASSETS AT END OF YEAR	<u>\$ 999,516</u>	<u>\$ 729,434</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statement of Functional Expenses
Year Ended June 30, 2017
With Comparative Totals for Year Ended June 30, 2016

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2017</u>	<u>Total 2016</u>
Salaries	\$ 889,216	\$ 79,067	\$ 10,275	\$ 978,558	\$ 1,039,681
Payroll taxes	74,404	6,616	860	81,880	84,157
Health and Dental Insurance	77,399	6,882	894	85,175	82,507
Other Employee Benefits	26,656	2,370	308	29,334	31,828
Professional Services	127,361	11,325	1,472	140,158	143,815
Contract/Grant Services	4,061,493	-	-	4,061,493	3,462,638
Survivor Grants	19,650	-	-	19,650	-
Memberships	3,267	290	38	3,595	4,043
Publications	905	80	10	995	680
Advertising/Public Awareness	680	60	8	748	922
Copying	4,264	379	49	4,692	4,216
Office Supplies	31,870	2,834	368	35,072	24,251
Postage	4,120	366	48	4,534	4,171
Printing	6,121	544	71	6,736	4,533
Equipment & Moving	-	-	-	-	3,065
Maintenance & Repair	22,212	1,975	257	24,444	28,282
Rent Expense	273	24	3	300	225
Interest	2,137	190	25	2,352	2,629
Parking	139	12	2	153	357
Insurance	8,202	729	95	9,026	8,867
PMC Partial Reimbursement	1,181	105	14	1,300	2,400
Staff Development	11,208	997	130	12,335	17,648
Travel	63,486	5,645	734	69,865	60,978
Telephone	37,749	3,357	436	41,542	42,723
Utilities	5,463	486	63	6,012	4,601
Miscellaneous	7,772	691	91	8,554	28,715
AVAP Miscellaneous Expense	54,423	-	-	54,423	69,617
AVAP Member Training/Education	4,183	-	-	4,183	1,929
Direct Training	47,160	-	-	47,160	63,605
Community Education	29,358	-	-	29,358	5,902
Depreciation Expense	8,606	765	99	9,470	9,882
Accounting Fees	11,001	978	127	12,106	13,132
Total Expenses	<u>\$ 5,641,959</u>	<u>\$ 126,767</u>	<u>\$ 16,477</u>	<u>\$ 5,785,203</u>	<u>\$ 5,251,999</u>

See Independent Auditors' Report and Notes to Financial Statements

**New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Cash Flows
Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase (Decrease) in Net Assets	\$ 270,082	\$ 58,515
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Change in restricted cash	38,348	7,918
Depreciation	9,470	9,882
(Increase) Decrease in Operating Assets:		
Grants Receivable	(204,537)	(171,506)
Prepaid Expenses	1,036	(837)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	201,039	131,674
Accrued Expenses	9,554	26,141
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>324,992</u>	<u>61,787</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Acquisition of Fixed Assets	-	-
NET CASH USED BY INVESTING ACTIVITIES	<u>-</u>	<u>-</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Repayment of Long-Term Debt	(5,747)	(5,471)
NET CASH USED BY FINANCING ACTIVITIES	<u>(5,747)</u>	<u>(5,471)</u>
 NET INCREASE IN UNRESTRICTED CASH	 319,245	 56,316
 UNRESTRICTED CASH AT BEGINNING OF YEAR	 <u>374,488</u>	 <u>318,172</u>
 UNRESTRICTED CASH AT END OF YEAR	 <u>\$ 693,733</u>	 <u>\$ 374,488</u>
 <u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Cash paid during the year for:		
Interest	<u>\$ 2,352</u>	<u>\$ 2,628</u>
Donated Services	<u>\$ 134,937</u>	<u>\$ 169,443</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The New Hampshire Coalition Against Domestic and Sexual Violence (the Coalition) is a statewide organization committed to ending domestic and sexual violence. The Coalition is an umbrella organization that provides technical and financial support to 13 member agency crisis centers that in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking. The Coalition assists its member programs by providing technical assistance and training, support in developing new programs, and by serving as a statewide clearinghouse and coordinating organization. It administers state and federal contracts that provide funding for its member programs.

Vision

All New Hampshire communities provide safety for every person.

Mission

The New Hampshire Coalition Against Domestic and Sexual Violence creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

This mission is accomplished by the Coalition, which includes 13 independent community-based member programs, a board of directors and a central staff working together to:

- Influence public policy on the local, state and national levels;
- Ensure that quality services are provided to victims;
- Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking;
- Prevent violence and abuse before they occur.

The Coalition supports member agency staff with specialized training and resources, convenes member programs to facilitate shared learning and peer support, and collects and disseminates best practices and current information. Coalition staff participate on numerous statewide boards and commissions to advocate for effective responses to victims.

Coalition staff provide education and training to court and law enforcement officials and attorneys, and collaborate with legal assistance organizations that provide lawyers for survivors and their families. Coalition staff work to promote cross-system collaboration with child protective services and child advocacy centers to assure safety for children exposed to or who have experienced domestic and sexual violence, and for their parents.

The Coalition's Public Affairs staff work closely with other advocacy groups and legislators to draft legislation, organize testimony, and advocate for policy changes throughout the legislative session. The Coalition either takes an active role in or tracks close to 150 bills each legislative session. These bills address a wide range of issues including domestic and sexual violence; stalking; family law; divorce and child custody/visitation/support; reproductive rights; law enforcement and courts; privacy and personal information; healthcare; and economic justice.

Coalition staff also provide resources and sources for responsible news media and reporting. Coalition staff create and distribute statewide communications materials to raise awareness about sexual assault, domestic violence, prevention and services available to victims.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Nature of Activities (Continued)

The Coalition plays a key leadership role in efforts to prevent domestic and sexual violence in New Hampshire. Coalition staff collaborate with state and local entities to support policies and practices to advance effective prevention education. Coalition staff is proactive in educating the public about the causes and effects of domestic and sexual violence and stalking and as well as services available across the state. The Coalition has sponsored research on the prevalence of violence in New Hampshire.

The Coalition also manages several specific programs to assist its member crisis centers and the public. The following are three distinct programs that directly affect survivors of domestic violence, sexual violence and stalking:

AmeriCorps Victim Assistance Program (AVAP)

The AmeriCorps Victim Assistance Program (AVAP) is a multi-agency collaboration housed by the Coalition that ensures that direct services are available to victims of domestic and sexual violence and stalking throughout New Hampshire. AVAP is part of AmeriCorps, a national service program that offers opportunities to Americans who are interested in making a substantial commitment to serve their country through national service.

Members of the AmeriCorps Victim Assistance Program are placed throughout New Hampshire at crisis centers, police departments, prosecutor offices, the New Hampshire Department of Corrections, and child advocacy centers to offer support and information to victims of domestic and sexual violence and stalking. Providing support and advocacy to victims in district court is a core component of AVAP, extending the services that are available to victims throughout the state.

Sexual Assault Nurse Examiner (SANE) Program

A Sexual Assault Nurse Examiner (SANE) is a Registered Nurse who has been specially trained to provide comprehensive care to sexual assault survivors, who demonstrates competency in conducting medical/forensic examinations and who has the ability to be a witness in a sexual assault prosecution.. Coalition staff are responsible for working with registered SANEs and medical professionals across the state to ensure that sexual assault victims receive consistent and professional care during forensic exams. The NH Department of Justice and the Coalition co-convene the SANE Advisory Board.

The Family Violence Prevention Specialist Program (formerly Domestic Violence Specialist)

Research shows a high correlation (40-60%) between the perpetration of domestic violence and the perpetration of child abuse and neglect in the same family. The Family Violence Prevention Specialist Program was built on the principle that abused and neglected children are best served when they can remain in a safe household with a non-violent parent.

The Family Violence Prevention Specialist program began in 1998 as a coordinated effort between the Coalition and the Division for Children, Youth, and Families (DCYF). Family Violence Prevention Specialists (FVPSs) are employed by local member programs of the Coalition, and are co-located at local DCYF District Offices. The FVPSs are a source of assistance and training to child protective service workers while providing advocacy services to victims of domestic violence involved with DCYF. This program results in more effective assistance to victims through the development of interventions that recognize the adult victim's need for support and advocacy in order to improve safety outcomes for children.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Significant Accounting Policies

The financial statements of the Coalition have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Coalition, and the Coalition's conformity with such principles, are described below. These disclosures are an integral part of the Coalition's financial statements.

Financial Statement Presentation

The Coalition is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Coalition is required to present a statement of cash flows. The Coalition additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

Grants Receivable and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Coalition that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributed Services

During the years ended June 30, 2017 and 2016, the value of contributed services relating to printing, community education, direct training and professional fees were \$134,937 and \$169,443, respectively. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

In addition, many individuals volunteer their time and perform a variety of tasks that assist the Coalition; these amounts have not been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated.

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.

Compensated Absences

Employees of the Coalition are entitled to paid vacation depending on job classification, length of services, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of June 30, 2017 and 2016 in the amounts of \$48,102 and \$40,399, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Allocation of Expenses

The Coalition allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time.

Property and Equipment

It is the Coalition's policy to capitalize property and equipment over \$2,500 and all expenditures for repairs, maintenance, renewals and betterments that prolong the useful lives of assets. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Coalition reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Coalition reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method. The ranges of useful lives are as follows:

Building and Improvements	39 Years
Equipment	3-7 Years

Depreciation expense recorded by the Coalition for the years ended June 30, 2017 and 2016 was \$9,470 and \$9,882, respectively.

Income Taxes

The Coalition is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Coalition qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, the Coalition considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2017 and 2016.

Segregation of Accounts

Under Title 1, New Hampshire, The State and Its Government, Chapter 15 Lobbyist Section 15:1-a, the Coalition is required to physically and financially separate state funds from any non-state funds that may be used for the purposes of lobby or attempt to influence legislations, participate in political activity, or contribute funds to any entity engaged in these activities. The Coalition has established and maintains a separate bank account for this purpose. The account balances were \$2,185 and \$3,250 at June 30, 2017 and 2016, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE B – RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets consist of funds received by the Organization, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2017 and 2016 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2017</u>	<u>2016</u>
Verizon No More	\$ -	\$ 5,896
HNH Foundation	-	31,833
Encourage Arrest Program	-	619
Total	<u>\$ -</u>	<u>\$ 38,348</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2017 and 2016, long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
Mortgage Note, Payable to Merrimack County Savings Bank, Interest at 4.99%, with Monthly Payments of \$675 including Principal and Interest, Maturity date is October 8, 2023. Secured by Real Property	\$ 43,907	\$ 49,654
Less Current Portion	<u>6,046</u>	<u>5,751</u>
Total Long Term Debt	<u>\$ 37,861</u>	<u>\$ 43,903</u>

Future scheduled maturities of long-term debt are as follows:

Years ending June 30:

2018	\$ 6,046
2019	6,354
2020	6,678
2021	7,020
2022	7,377
Thereafter	<u>10,432</u>
Total	<u>\$ 43,907</u>

NOTE D – LINE OF CREDIT

The Coalition has a one-year \$150,000 revolving line of credit agreement with Merrimack County Savings Bank. The credit line matures on May 20, 2018 and automatically renews annually. The interest is 0.5% over Wall Street Journal prime rate, which was 4.75% and 4.00% as of June 30, 2017 and 2016, respectively. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2017 and 2016.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE E – CONCENTRATION OF CREDIT RISK

The Coalition maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2017 and 2016 the Organization had \$339,971 and \$60,925 uninsured cash balances, respectively. Management considers this a normal business risk.

NOTE F – DESCRIPTION OF LEASING ARRANGEMENTS

The Coalition presently leases office equipment under short-term operating lease agreements.

NOTE G – PENSION PLAN

The Coalition has a 403(b) savings plan for the benefit of its employees. The plan covers substantially all employees after one year of service. During their budgeting process, the Board of Directors determines the amount to be contributed annually. Employer contributions for the years ended June 30, 2017 and 2016 totaled \$12,553 and \$6,999, respectively.

NOTE H - TAX EXEMPT STATUS

The Coalition is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Coalition does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Coalition reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Coalition is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE I - SUBSEQUENT EVENT

Management has evaluated subsequent events through October 18, 2017, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE J - FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Significant Other Observable Inputs (Level 2)
<u>2017</u>		
Grants Receivable	<u>\$1,316,633</u>	<u>\$1,316,633</u>
<u>2016</u>		
Grants Receivable	<u>\$1,112,096</u>	<u>\$1,112,096</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of grants receivable are estimated at the present value of expected future cash flows.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 18, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

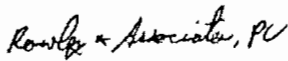
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Coalition Against Domestic and Sexual Violence's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
October 18, 2017

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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CONCORD, NEW HAMPSHIRE 03301
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

Report on Compliance for Each Major Federal Award Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2017. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Coalition Against Domestic and Sexual Violence's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Coalition Against Domestic and Sexual Violence's compliance.

Opinion on Each Major Federal Program

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

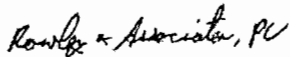
Report on Internal Control over Compliance

Management of New Hampshire Coalition Against Domestic and Sexual Violence is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
October 18, 2017

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2017

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unmodified opinion on whether the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence were prepared in accordance with GAAP.
2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor’s Report. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for New Hampshire Coalition Against Domestic and Sexual Violence expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as a major programs were:

Family Violence Prevention Service Act	93.671
Victims of Crime Act	16.575

8. The threshold for distinguishing Types A and B Programs was: \$750,000.
9. The New Hampshire Coalition Against Domestic and Sexual Violence was determined to be a low-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

SECTION III – FINDINGS AND QUESTIONED COSTS: FEDERAL AWARD PROGRAMS AUDIT

No matters were reported.

New Hampshire Coalition Against Domestic and Sexual Violence
 Schedule of Expenditures of Federal Awards
 For the Year Ended June 30, 2017

Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
<u>U.S. Department of Health and Human Services:</u>				
Direct Program - Family Violence Prevention Services Act	93.591		-	228,388
Pass-Through Programs from State of NH Department of HHS				
Family Violence Prevention Services Act	93.671	155510 B001	796,514	808,558
Sexual Violence Prevention	93.136	102-500731	198,430	277,380
Total Pass-Through Programs			994,944	1,085,938
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			994,944	1,314,326
<u>U.S. Department of Justice:</u>				
Direct Program - Violence Against Women Act of 2000	16.556		-	224,651
Pass-Through Programs from State of NH Department of Justice:				
VOCA, PMC Subcontracts	16.575	201631	1,740,853	1,740,853
VOCA, Training	16.575	201631	-	16,250
VOCA, Addtl Training	16.575	201631	-	4,344
VOCA, Technology & Foundation Project	16.575	201631	-	138,552
VAWA, SASP	16.017	2016SASP01	273,778	273,778
VAWA, SASP	16.017	2017SASP01	12,380	12,380
VAWA, GTEAP	16.590	2015GTEAP03	99,741	194,816
VAWA, GTEAP	16.590	2016GTEAP02	6,888	19,926
VAWA, STOP	16.588	2015W081	-	2,393
VAWA, STOP	16.588	2016W090	-	128,298
VAWA, STOP	16.588	2017W090	-	44,088
Total Pass-Through Programs			2,133,640	2,575,678
TOTAL U.S. DEPARTMENT OF JUSTICE			2,133,640	2,800,329
<u>Corporation for National & Community Services:</u>				
Direct Program - AmeriCorps Victim Assist Programs	94.006		-	234,294
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 3,128,584	\$ 4,348,949

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2017

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Coalition Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Coalition Against Domestic and Sexual Violence.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
2. Pass-through entity identifying numbers are presented where available.

NOTE C – SUBRECIPIENTS

The New Hampshire Coalition Against Domestic and Sexual Violence provide federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Sexual Assault Services Program	16.017	\$ 286,152
Victims of Crime Act	16.575	1,740,853
OW Grants to Encourage Arrest Policies	16.590	106,629
Sexual Violence Prevention	93.136	198,430
Family Violence Prevention Services Act	93.671	<u>796,514</u>
		<u>\$3,128,578</u>

NOTE D – INDIRECT COST RATE

The New Hampshire Coalition Against Domestic and Sexual Violence has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.



Chairperson

Lindsay Nadeau

Attorney
Orr & Reno

Vice Chair

Shannon Chandley

NH House of Representatives

Treasurer

Jo Fonda Newell

Vice President of Finance
CoreMedical Group

Clerk

Amy Vorenberg

Professor
UNH School of Law

Brian Harlow

Community Activist

Chelsea LaCasse

Pharmacist
CVS Pharmacy

David Bellman

President
Bellman Jewelers

Deb Mozden

Executive Director
Turning Points Network

Gail Bakis

Attorney
Harvey & Mahoney, P.A.

Jennifer Horn

Political Leader & Journalist

Maryann Evers

Clinical Social Worker/Manager
Child and Family Services

Peggy O'Neil

Executive Director
WISE

Stacey Pawlik

Breakthrough Mediations LLC

Suzanne Carmichael

Mentor Program Coordinator
John Stark Regional High School

New Hampshire Coalition Against Domestic & Sexual Violence • PO Box 353 • Concord, NH 03302 • 603.224.8893

NHCADSV.ORG

Linda A. Douglas M.S. Ed., LADC

Profile & Qualifications

Solid background in domestic violence, substance abuse and homeless services. Experienced in implementation and development of programs for substance abusing battered women. Skilled in developing and providing training, supervision of work teams and maintaining a strong program assisting homeless, battered women and children. Has worked on various committees on the state and local level to provide advocacy and development of services to assist homeless families and individuals including victims of domestic violence and women and children affected by substance abuse.

Education & Certifications

M.S. Ed. (Emphasis Agency Counseling) Old Dominion University	<i>August 1995</i>
B.S. Liberal Arts (Business Management) Virginia Wesleyan College	<i>May 1989A</i>
New Hampshire Licensed Alcohol and Drug Counselor	current

Career History

New Hampshire Coalition Against Domestic and Sexual Violence

Trauma Informed Services Specialist

April 2009 – present

- Develop and implement trainings to enhance the capacity of member programs of the coalition, and local communities, to address the affects of trauma and the complex needs of victims with mental health and substance abuse problems.

Monadnock Family Services

Recovery Support Service, Manager/Clinician

January 1, 2007 – April 2009

- Supervise case managers, assess consumers for placement into support services, and participate in clinical team meetings to determine appropriate treatment plans for consumers. Provide one on one and group counseling to dually diagnosed mental ill/substance abusing adults. Co-facilitates DBT groups. Prepare statistical reports for funding sources and assist in grant writing.

Substance Abuse Clinician

July 1, 2005 – December 31, 2006

- Assess clients for substance abuse and dependence, provide individual counseling to adults with substance abuse/dependence, provide referrals for psychiatric evaluation, implement treatment plans, attend weekly clinical case reviews.

YWCA of South Hampton Roads

Sept 1994 – June 2005

Director – Women in Crisis/Women in Recovery

- Designed and implemented the award winning Women in Recovery Program in 1996 to provide services for battered substance abusing women, the first program of its kind in the country.
- Responsible for supervision of shelter team of ten employees (includes hiring and firing)
- Oversaw direct services within emergency shelter and transitional housing programs that serve over 400 women and children per year.
- Supervised planning and scheduling for maintenance of three buildings.
- Serves as agency representative on Norfolk Homeless Consortium, the continuum of care for all HUD funded homeless services in the City of Norfolk. Served as chair of the Consortium for 3 years. Served as chair of the Standards of Care committee which will be responsible for assessing homeless services. Served on Mental Illness/Substance Abuse Sub-Committee of the Norfolk Blue Ribbon Commission on Homelessness.
- Served 4 years as area representative on the board of the state coalition, Virginians Against Domestic Violence. Member of Certification Committee and also served on the committee that started the process of merging the state sexual assault and domestic violence coalitions.
- Served as agency representative on Hampton Roads Family Violence Alliance which is currently the local community coordinated response for developing and implementing a local primary prevention program under a grant from the Center for Disease Control.
- Provided training to community groups and allied professions (Department of Social Services, Probation and Parole, Substance Abuse Services) in substance abuse and battered women, the dynamics of domestic violence, and healthy relationships. Implemented women's anger management program. Assisted in development of battered women and substance abuse training with state coalition.

Norfolk Community Services Board

December 1998 – January 2001

Substance Abuse Counselor – Women's Day Treatment Program

Provided substance abuse counseling and education to approximately 20-30 women in a five day per week day treatment program. Performed various case management functions and maintained client records.

Marie R. Linebaugh

WORK EXPERIENCE

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

Program Director

September 2015-Present

- Implement and direct statewide initiatives of NHCADSV and its member programs.
- Recruit and supervise six program staff, as they implement and sustain initiatives of the NHCADSV.
- Oversee training and technical assistance efforts of the NHCADSV.
- Develop and implement evaluation tools for statewide programs and special projects.
- Provide high level management and support to the AmeriCorps Victim Assistance Program (AVAP.)
- Secured three-year competitive federal funding to support AVAP and developed evaluation methods to measure program outcomes.
- Serve as liaison to the NHCADSV's 13 member programs by identifying needed resources and training to improve direct service delivery.
- Serve on statewide committees to assist in the improvement of multi-disciplinary response to domestic violence, sexual violence and stalking.

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

AmeriCorps Victim Assistance Program Coordinator

August 2014-September 2015

- Co-manage 20-26 AmeriCorps members who provide direct service to survivors of domestic and sexual violence.
- Facilitate monthly meetings for training opportunities and member support.
- Conduct two host site visits per year per member to ensure member satisfaction and program compliance.
- Coordinate member involvement in national service events sponsored by Volunteer New Hampshire (VNH).
- Provide direct support and supervision to AmeriCorps members on an as needed basis.
- Maintain and develop relationships with host site partners by offering support on AmeriCorps protocol.
- Update handbooks, contracts and policies as it relates to programmatic operations.
- Coordinate and facilitate AVAP Partnership meetings on bi-monthly basis.

Human Services Center/McKeesport Collaborative

Turtle Creek, PA

Program Associate/MSW Intern

May 2013-April 2014

- Co-facilitated eight week HIV/AIDS prevention and job readiness hybrid program for 12 youth, ages 13-16.
- Integrated numerous best practice curricula to develop a comprehensive guide for eight week hybrid program.
- Co-wrote five foundation requests of amounts ranging from \$6,000 to \$120,000 to support youth programs department. Three proposals were funded, securing \$276,000, and two are currently under review.
- Organized annual HIV/AIDS Walk, including raising sponsorships and managing in-kind donation requests.
- Coordinated World AIDS Day and National Women and Girls HIV/AIDS Awareness events in McKeesport.
- Updated the Center's HIV/AIDS mobile application, with interactive resources on HIV information and education.

The Stern Center

Forest Hills, PA

Therapeutic Support Staff

October 2012- August 2013

- Provided one-on-one behavioral interventions for children in accordance with their individual treatment plans.

Jewish Family and Children's Service

Pittsburgh, PA

Refugee Resettlement MSW Intern

October 2012- April 2013

- Assisted newly resettled refugees in school enrollments and the elderly in accessing Port Authority senior bus passes.
- Coordinated workshops on weatherization. Taught families how to weatherize their homes for the winter months.
- Assisted with the implementation of the Refugee Youth Employment Program (RYEP.)

YWCA of Hamilton

Hamilton, OH

Program Assistant/Community Educator

July 2011- July 2012

- Coordinated and implemented FOCUS (teen pregnancy prevention program) in schools and local agencies.
- Conducted outreach to 16-19 year old girls in Hamilton, Montgomery, Warren and Butler Counties of Ohio.
- Updated FOCUS' social media through program website, Facebook and Twitter.
- Connected participants to resources in their respective communities as needed.
- Trained department on Microsoft Access, Drop Box, and social media techniques for program recruitment.

Marie R. Linebaugh

YWCA NH

Youth Programs Coordinator

Manchester, NH

November 2010-June 2011

- Developed and facilitated a leadership and peer educator course for ten high school students.
- Coordinated and implemented drug and alcohol based prevention curriculum for girls grades 6th, 7th and 8th.
- Conducted education and outreach to community agencies on topics relevant to the YWCA's mission.
- Hired, scheduled, and supervised Child Care workers.
- Obtained credits for CPS (Certified Prevention Specialist) through the state of New Hampshire.

WORK EXPERIENCE (CONTINUED)

AmeriCorps VISTA

Manchester, NH

Child Health Services

January 2010-July 2010

- Conducted a pilot study to better understand the educational needs of low-income clients.
- Coordinated and compared data collected from EPIC Medical records and school correspondence.
- Through data evaluation and qualitative interviews, identified need for literacy support for youth and adults.
- Developed a model for a pilot Family Literacy Program to be held after clinic hours.
- Proposed cost-effective and efficient model for a sustainable family literacy program that is still in operation.
- Aided social service department in providing culturally competent care. (Majority of clientele refugee/immigrant)

B.R.I.N.G. I.T. !!! Program

July 2009- December 2009

- Assisted with grant research and writing, organized programming for refugee and immigrant youth and their families.

EDUCATION

University of Pittsburgh, School of Social Work

Pittsburgh, PA

Master of Social Work: Community Organizing and Social Administration

April 2014

Emmanuel College

Boston, MA

B.A. English Communications & **B.A.** Sociology

May 2009

Study Abroad: School of International Training

Rabat, Morocco

Attended the Morocco: Culture and Society program. Included a one month research period.

Spring 2008

GRADUATE FELLOWSHIP

Albert Schweitzer Fellowship

Pittsburgh, PA

Traditional Fellow

April 2013-May 2014

- Implemented yearlong project with the Prospect Park Family Center. Developed programming for 40 refugee youth.
- Served as primary mentor for 8th and 9th grade boys group. Conducted weekly groups.
- Coordinated and facilitated eight week sessions for middle school girls on self-esteem, self-image, healthy relationships, cyber safety, sexual harassment prevention, and boundaries.
- Developed and implemented eight week co-ed program on healthy relationships for high school youth. Topics included: boundaries, teen dating violence prevention, sexual harassment and violence prevention, and cyber safety.
- Developed peer support group for young mothers from Burma. Combined mothers spoke three languages in group.
- Facilitated activities with Burmese mothers on stress management, yoga, nutrition, and food safety/preparation.

Awards/Scholarship:

Mon Valley Woman of Achievement: Special Project Award

October 2013

- Co-recipient of the Special Project Award for implementing Project H.E.A.R.T., an eight week summer program for adolescents in McKeesport, PA, engaging youth in peer education and community awareness projects on HIV/AIDS. Implementing job readiness curriculum was also an integral part of Project H.E.A.R.T.

University of Pittsburgh: Merit Scholarship

August 2012-April 2014

- Awarded \$3,500 for each of the four semesters of the Master of Social Work graduate program.

PAMELA ENGLISH

EMPLOYMENT

New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH

Administrative Director, 2006 - Present

- Continued all duties of Business and Grants Manager, including all Financial Management of the NHCADSV.
- Assist with grant writing.
- Administration management including maintaining insurance coverage for organization and employees and administering employee benefits.
- Management of information technology systems.
- Facilities Manager for building at 4 South State Street, Concord.

Business and Grants Manager, 1995 - 2006

- Maintain all financial records, including payroll and employee benefits.
- Manage state and federal funding programs and provide technical assistance to subcontractors.
- Managed conversion to new computerized Fund Accounting system.
- Hire and manage Bookkeeper and Office Coordinator.
- Act as Facilities Manager for building at 4 South State Street, Concord.

Administrative Assistant, 1993 - 1995

- Assisted two Co-Directors and a trainer with their administrative needs.
- Responsible for coordination and management of office.
- Maintain accurate financial records using full charge computerized bookkeeping system.
- Insured compliance with all state and federal reporting requirements, including 941, state UC, W-2, 1099.

Self Employed Child care provider and Nanny, Concord, NH, 1988 - 1993

Law Offices, Concord, NH, 1985 - 1988

Legal Secretary

- Daniel D. Crean, Esq. and Charles H. Morang, Esq., Municipal and Business Law Practices
- Robert K. Mekeel, Esq. Labor, Criminal, Worker's Comp. and General Law Practice

COMPUTER EXPERIENCE AND SKILLS

- Fund Accounting Software
Spreadsheets
Microsoft Office Word and Excel
Outlook and Outlook Express
- Effective supervisory management
Excellent organizational skills
Detail oriented
Ability to manage multiple, simultaneous deadlines
Working knowledge of federal and state grant compliance requirements
Working knowledge of computer management
Computerized accounting management
Experience and knowledge of New Hampshire employment law

EDUCATION

- **NH Technical Institute, Concord, NH**
Selected Accounting and Management Courses
- **Merritt Davis Business College, Eugene, OR**
Legal Secretarial Degree II

COMMUNITY ACTIVITIES

2002-Present Northwood Elementary School PTA, President for 2003/2005 school years
1990-2002 Dewey/Kimball School PTA
1983-1984 President, Merrimack County Legal Secretaries Association

REFERENCES

Available upon request.

KEY ADMINISTRATIVE PERSONNEL

Agency Name:

NH Coalition Against Domestic & Sexual Violence

Name of Bureau/Section:

State of New Hampshire Bureau of Homeless and Housing Services

BUDGET PERIOD:	SFY 2019	July 1, 2018 - June 30, 2019	
Name & Title Key Administrative Personnel	Annual Salary Of Key	Percentage of Salary	Total Salary
Pamela English, Administrative Director	\$75,000	0.00%	\$0.00
Marie Linebaugh, Program Director	\$63,500	0.00%	\$0.00
Linda Douglas, Trauma Informed Services Specialist	\$58,300	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

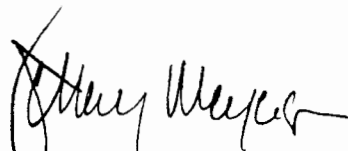
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS FUND

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

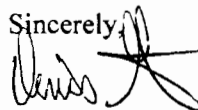
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30,15

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 4 South State Street, PO Box 353, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$277,373 from \$554,746 to read: \$832,119.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

New Hampshire Coalition Against
Domestic and Sexual Violence

5/9/17
Date

Lyn M. Schollett
Name: LYN M. SCHOLLETT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on May 9th 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

J. Provost
Signature of Notary Public or Justice of the Peace



Jaclyn Provost Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9-7-2021

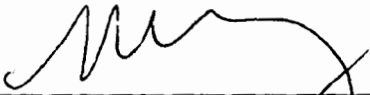
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/26/17


Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$277,373.00
SFY17	not to exceed \$277,373.00
SFY18	not to exceed \$277,373.00
July 1, 2015 – June 30, 2018:	not to exceed \$832,119.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$832,119.00
Total program amount	\$832,119.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families In Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-In-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	183
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

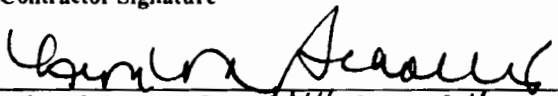
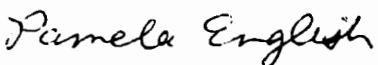
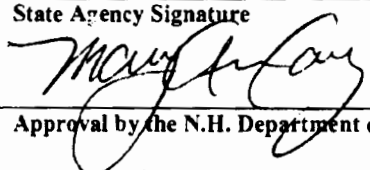
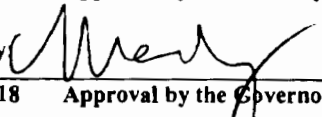
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name New Hampshire Coalition Against Domestic and Sexual Violence		1.4 Contractor Address 4 South State Street PO Box 353 Concord NH 03301	
1.5 Contractor Phone Number 603-224-8893	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$554,746
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lyn M. Schollett Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7-8-15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela English, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conway Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: lms
Date: 7/8/15

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: UMS
Date: 7/8/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS) **unless restricted by state or federal law(s)**. 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human



Exhibit A

Services, Department of Health and Human Services, hereafter referred to as the State.

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State. Organizations that are prohibited by state or federal law from using HMIS must have a comparable data collection method that will enable them to collect non identifying information about persons served and outcomes which will allow them to meet state reporting requirements.
- 3.3.
- 3.4. The Contractor shall submit Other Reports as requested by the State.
- 3.5. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.



Exhibit A

- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

UMS

7/8/15



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$277,373.00
SFY17	not to exceed \$277,373.00

July 1, 2015 – June 30, 2017: not to exceed \$554,746.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$554,746.00
Total program amount	\$554,746.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

LMS
7/8/15



Exhibit B

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- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

7/8/15
Date

Thomas A. Schallert
Name:
Title: *Executive Director*



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

7/8/15
Date

Lyn M. Schollett
Name: Lyn M. Schollett
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

7/8/15
Date

Lyn M. Schollett
Name: Lyn M. Schollett
Title: Executive Director

Contractor Initials LMS
Date 7/8/15 LMS



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

LMS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

7/9/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/8/15
Date

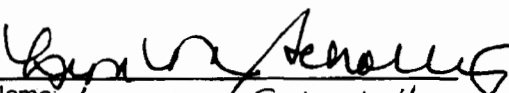

Name: Lyn M. Schollett
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

LMS

Date

7/8/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

7/8/15
Date

[Signature]
Name:
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
Mary Ann Casey
 Signature of Authorized Representative
MARY ANN CASEY
 Name of Authorized Representative
Assoc. Commissioner
 Title of Authorized Representative
7/17/15
 Date

New Hampshire Coalition Against Domestic and Sexual Violence
 Name of the Contractor
Beverly Deane
 Signature of Authorized Representative
LYN M. SCHOLLETT
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
7/8/15
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/8/15
Date

Samuel Staveland
Name:
Title:
Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 602021487
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,000 from \$150,000 to read: \$200,000.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: Christie Tappan
Title: Associate Commissioner

New Hampshire Legal Assistance

1/19/18
Date

Lynne M Parker
Name: Lynne M Parker
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merriamack on 1/19/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Brenda H. Kirk
Signature of Notary Public or Justice of the Peace

Brenda G. Kirk.
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

BRENDA G. KIRK, Notary Public
State of New Hampshire
My Commission Expires September 17, 2019

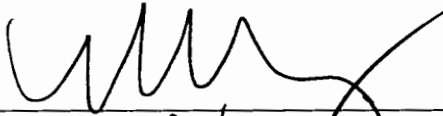
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/14
Date


Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,000.00
SFY17	not to exceed \$50,000.00
SFY18	not to exceed \$50,000.00
SFY19	not to exceed \$50,000.00

July 1, 2015 – June 30, 2019: not to exceed \$200,000.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$200,000.00
Total program amount	\$200,000.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services
 Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE
 Budget Request for: State Grant-In-Aid Funds
 Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 74,861.00	\$ -	\$ 74,861.00	\$ 40,445.00	\$ -	\$ 40,445.00	\$ 34,416.00	\$ -	\$ 34,416.00
2. Employee Benefits	\$ 15,442.00	\$ -	\$ 15,442.00	\$ 5,399.00	\$ -	\$ 5,399.00	\$ 10,043.00	\$ -	\$ 10,043.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 588.00	\$ 588.00	\$ -	\$ 588.00	\$ 588.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ 701.00	\$ 701.00	\$ -	\$ 701.00	\$ 701.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,633.00	\$ 1,633.00	\$ -	\$ 1,633.00	\$ 1,633.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,056.00	\$ -	\$ 1,056.00	\$ 528.00	\$ -	\$ 528.00	\$ 528.00	\$ -	\$ 528.00
7. Occupancy	\$ -	\$ 6,737.00	\$ 6,737.00	\$ -	\$ 3,925.00	\$ 3,925.00	\$ -	\$ 2,812.00	\$ 2,812.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,207.00	\$ 1,207.00	\$ -	\$ 707.00	\$ 707.00	\$ -	\$ 500.00	\$ 500.00
Postage	\$ -	\$ 314.00	\$ 314.00	\$ -	\$ 314.00	\$ 314.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,129.00	\$ 3,129.00	\$ -	\$ 3,129.00	\$ 3,129.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 475.00	\$ 475.00	\$ -	\$ 134.00	\$ 134.00	\$ -	\$ 341.00	\$ 341.00
Board Expenses	\$ -	\$ 770.00	\$ 770.00	\$ -	\$ 770.00	\$ 770.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Law Library	\$ -	\$ 1,390.00	\$ 1,390.00	\$ -	\$ 930.00	\$ 930.00	\$ -	\$ 460.00	\$ 460.00
IT/Technology Services	\$ -	\$ 944.00	\$ 944.00	\$ -	\$ 544.00	\$ 544.00	\$ -	\$ 400.00	\$ 400.00
Client Legal Costs	\$ 900.00	\$ -	\$ 900.00	\$ 400.00	\$ -	\$ 400.00	\$ 500.00	\$ -	\$ 500.00
Dues and Fees	\$ -	\$ 78.00	\$ 78.00	\$ -	\$ 78.00	\$ 78.00	\$ -	\$ -	\$ -
TOTAL	\$ 92,259.00	\$ 17,966.00	\$ 110,225.00	\$ 46,772.00	\$ 13,453.00	\$ 60,225.00	\$ 45,487.00	\$ 4,513.00	\$ 50,000.00

Indirect As A Percent of Direct 19.5%

Contractor Initials LMP
Date 7/2/18



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Portfolio
Cost Allocation Services

26 Federal Plaza, Room 3412
New York, NY 10278
PHONE: (212) 264-2069
EMAIL: CAS-NY@psc.hhs.gov

September 19, 2017

Ms. Lynne Parker
Executive Director
New Hampshire Legal Assistance
117 North State Street
Concord, NH 03301

Dear Ms. Parker:

A copy of an indirect cost rate agreement is being sent to you for signature. This agreement is issued on behalf of your organization's cognizant agency, Department of Housing and Urban Development. It reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for indirect costs on grants and contracts with the Federal Government.

Please have the agreement signed by an authorized representative of your organization and return within ten business days of receipt. The signed agreement can be sent to me by email or fax, while retaining the copy for your files. Only when the signed agreement is returned, will we then reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use.

An indirect cost proposal, together with the supporting information, is required to substantiate your claim for indirect costs under grants and contracts awarded by the Federal Government. Thus, your next proposal based on actual costs for the fiscal year ending 12/31/16, should be submitted by 06/30/17 to:

Lisa Abell
Budget Director
Housing and Urban Development
Community Planning and Development
Phone: 202-402-8130
Lisa.S.Abell@hud.gov

Thank you for your cooperation. Should you have any questions, please contact Edwin Miranda at (212) 264-2069.

Sincerely,
Darryl W.
Mayes -S

Digitally signed by Darryl W. Mayes -S
DN: cn=US, c=US, Government, ou=HHS,
ou=PSC, ou=People,
o=2542.19200303.1001.1=2000131649,
cn=Darryl W. Mayes -S
Date: 2017.09.25 09:01:18 -0400

Darryl W. Mayes
Deputy Director
Cost Allocation Services

NONPROFIT RATE AGREEMENT

EIN:
ORGANIZATION:
New Hampshire Legal Assistance
117 North State Street

Concord, NH 03301

DATE:09/19/2017
FILING REF.: The preceding
agreement was dated
03/11/2014

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	01/01/2014	12/31/2014	44.10	All	All Programs
FINAL	01/01/2015	12/31/2015	39.70	All	All Programs
PROV.	01/01/2016	12/31/2017	39.70	All	All Programs

*BASE

Direct salaries and wages including all fringe benefits.

ORGANIZATION: New Hampshire Legal Assistance

AGREEMENT DATE: 9/19/2017

SECTION I: FRINGE BENEFIT RATES**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	1/1/2014	12/31/2014	28.70	All	All Programs
FINAL	1/1/2015	12/31/2015	26.60	All	All Programs
PROV.	1/1/2016	12/31/2017	26.60	All	All Programs

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

ORGANIZATION: New Hampshire Legal Assistance

AGREEMENT DATE: 9/19/2017

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$1,000.

Your next proposal based on actual costs for the fiscal year ending 12/31/2016 is due to HUD by 06/30/2017.

This Rate Agreement is issued in accordance with the Customer Service Agreement (CSA) between DHHS/CAS and Housing & Urban Development.

ORGANIZATION: New Hampshire Legal Assistance
AGREEMENT DATE: 9/19/2017

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

New Hampshire Legal Assistance

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

9/19/2017

(DATE) 4902

HHS REPRESENTATIVE:

Telephone:

Edwin Miranda

(212) 264-2069

Digitally signed by Darryl W. Mayes, S
DN: cn=US, o=U.S. Government, ou=HHS, ou=OSC,
ou=People, ou=2342, 1.2.840.101.1.1=3000131666,
cn=Darryl W. Mayes, S
Date: 2017.09.25 08:38:15 -0400

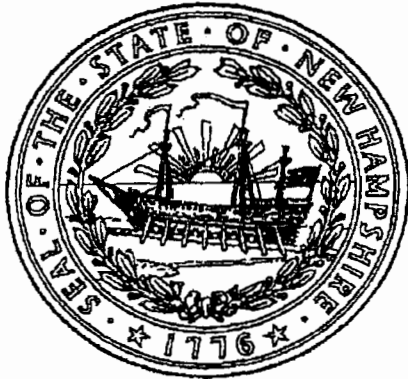
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Samantha Elliott, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/18/2017:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2 day of April, 2018.
(Date Contract Signed)

4. Lynne M. Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

SDElliott
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 2nd day of April, 2018.

By Samantha Elliott
(Name of Elected Officer of the Agency)

Rhonda E. Davignon
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
RHONDA E. DAVIGNON, Notary Public
State of New Hampshire
My Commission Expires January 27, 2021
Commission Expires: _____

CERTIFICATE OF VOTE

I, Samantha Elliott, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/8/2017:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19th day of January, 2018.
(Date Contract Signed)

4. Lynne M. Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

S. Elliott
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merriamack

The forgoing instrument was acknowledged before me this 19th day of January, 2018.

By Samantha Elliott
(Name of Elected Officer of the Agency)

Cliff S. Steinhilber (formerly Driscoll)
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/18/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Cara Scala PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cscala@crossagency.com															
INSURED NEW HAMPSHIRE LEGAL ASSISTANCE INC. 117 N. STATE STREET CONCORD NH 03301		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Ins Co.</td> <td>22292</td> </tr> <tr> <td>INSURER B: Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Ins Co.	22292	INSURER B: Citizens Ins Co of America	31534	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 7/17-7/18** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			OHV9596253	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/QP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OHV9596253	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			OHV9596253	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WBV9596241 State: NH No Officers Excluded	7/2/2017	7/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Confirmation of Coverage

CERTIFICATE HOLDER NH Department of Health and Human Service BEAS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cara Scala/DL3 <i>Cara L. Scala</i>
--	---

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New Hampshire Legal Assistance

Helping to balance the scales of justice for everyone since 1971.



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Mission & History

Mission

NHLA's mission is to fulfill America's promise of equal justice by providing civil legal services to New Hampshire's poor, including education and empowerment, advice, representation, and advocacy for systemic change.

We offer our clients high quality civil legal services to address the legal problems that affect their daily survival and most basic needs. These services range from simple legal information and advice to vigorous and thorough representation in all of New Hampshire's courts and before many of the local, state and federal agencies which play large roles in their lives. In providing legal services to the poor, NHLA helps balance the scales of justice for all citizens.



History

Origins. NHLA was created in 1971 through the merger of two smaller programs, Southern New Hampshire Legal Services and Tri-County Legal Services, which served the North Country. Since our founding NHLA has continuously enjoyed the steadfast support of the New Hampshire Bar Association and the New Hampshire judiciary.

Funding Resilience. In 1996, federal funding was drastically reduced and restrictions were added that would have barred NHLA from undertaking legislative advocacy and large-scale litigation. NHLA did not accept these funds, equivalent to half of its budget, but instead helped create the Legal Advice & Referral Center (LARC) to use the remaining funds within the new restrictions. Though two of NHLA's five offices closed, within two years NHLA replaced all lost funds with federal grants, first-time state support to re-open a North Country office, and other new funding.

Collaboration. Since 1997, recognizing the importance of coordination with the Pro Bono Program and LARC, the two other major legal services providers in the state, NHLA has been engaged in a joint comprehensive statewide planning process. In 2000, NHLA integrated its Board with LARC's Board. The Boards meet together, share officers and the same committee structure, and function as one policy creating and oversight body to unify the vision and direction of the two agencies.

ABOUT US

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- [Portsmouth](#)
- [Administration](#)

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NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

December 31, 2016 and 2015

and

Independent Auditor's Report

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2017 and 2016

and

Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance
Required by the Uniform Guidance**

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NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2017 and 2016

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc., which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Legal Assistance, Inc., as of December 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedules of functional expenses and the combining statements of financial position and activities are presented for purposes of additional analysis and are not a required part of the financial statements. Additionally, the schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2018, on our consideration of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. 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 New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and compliance.

Vachon Cloutay & Company PC

Manchester, New Hampshire
March 30, 2018

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	\$ 1,258,104	\$ 1,428,475
Cash, restricted	29,610	50,494
Investments	2,378	2,283
Grants and contracts receivable	3,661,256	4,153,203
Contributions receivable	5,000	56,851
Prepaid expenses	32,690	25,429
Security deposits	13,850	13,850
TOTAL CURRENT ASSETS	<u>5,002,888</u>	<u>5,730,585</u>
NONCURRENT ASSETS:		
Contributions receivable		5,000
Land, building and equipment (net)	255,958	248,643
TOTAL NONCURRENT ASSETS	<u>255,958</u>	<u>253,643</u>
TOTAL ASSETS	<u>\$ 5,258,846</u>	<u>\$ 5,984,228</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 47,357	\$ 68,478
Accrued expenses	151,064	132,540
Deposits held for others	29,610	50,494
Current portion of note payable	11,000	11,000
TOTAL CURRENT LIABILITIES	<u>239,031</u>	<u>262,512</u>
NONCURRENT LIABILITIES:		
Note payable, less current portion	18,000	30,000
TOTAL NONCURRENT LIABILITIES	<u>18,000</u>	<u>30,000</u>
TOTAL LIABILITIES	<u>257,031</u>	<u>292,512</u>
NET ASSETS:		
Unrestricted:		
Board designated reserve	450,000	-
Undesignated	605,555	1,032,094
Temporarily restricted	3,946,260	4,659,622
TOTAL NET ASSETS	<u>5,001,815</u>	<u>5,691,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,258,846</u>	<u>\$ 5,984,228</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 281,458	\$ 249,083
Government grants and contracts	674,995	900,763
United Ways	70,308	96,823
Contributions - Foundations and Other	332,525	265,444
Contributions - Campaign for Legal Services	283,894	277,040
Case revenue	135,991	260,966
Investment income	1,278	1,000
Net assets released from restrictions	<u>2,124,482</u>	<u>1,506,116</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,904,931</u>	<u>3,557,235</u>
EXPENSES:		
Program services:		
Domestic violence project	577,525	168,677
Housing justice project	673,153	676,106
Senior law project	215,234	226,177
Youth law project	155,567	57,598
Other civil legal services	<u>1,591,643</u>	<u>1,646,241</u>
Total program services	<u>3,213,122</u>	<u>2,774,799</u>
Supporting services:		
Fund raising	225,601	169,397
Management and general	<u>442,747</u>	<u>601,905</u>
Total supporting services	<u>668,348</u>	<u>771,302</u>
TOTAL EXPENSES	<u>3,881,470</u>	<u>3,546,101</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>23,461</u>	<u>11,134</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	201,042	177,917
Government grants and contracts	785,403	3,275,103
United Ways	54,750	30,633
Contributions - Foundations and Other	363,925	550,176
Contributions - Campaign for Legal Services	6,000	14,637
Temporarily restricted net assets released from restrictions	<u>(2,124,482)</u>	<u>(1,506,116)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(713,362)</u>	<u>2,542,350</u>
CHANGE IN NET ASSETS	(689,901)	2,553,484
NET ASSETS - January 1	<u>5,691,716</u>	<u>3,138,232</u>
NET ASSETS - December 31	<u>\$ 5,001,815</u>	<u>\$ 5,691,716</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (689,901)	\$ 2,553,484
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	19,871	21,130
Unrealized losses in investments		7
Net effect of changes in:		
Grants and contracts receivable	491,947	(2,584,207)
Contributions receivable	56,851	(37,114)
Prepaid expenses	(7,261)	8,935
Accounts payable	(21,121)	27,569
Accrued expenses	18,524	5,513
Deposits held for others	<u>(20,884)</u>	<u>(58,712)</u>
Net cash used by operating activities	<u>(151,974)</u>	<u>(63,395)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(27,186)	(35,206)
Purchase of investments	<u>(95)</u>	
Net cash used in investing activities	<u>(27,281)</u>	<u>(35,206)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on note payable	<u>(12,000)</u>	<u>(12,000)</u>
Net cash used for financing activities	<u>(12,000)</u>	<u>(12,000)</u>
NET DECREASE IN CASH AND EQUIVALENTS	(191,255)	(110,601)
CASH AND EQUIVALENTS - January 1	<u>1,478,969</u>	<u>1,589,570</u>
CASH AND EQUIVALENTS - December 31	<u>\$ 1,287,714</u>	<u>\$ 1,478,969</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2017 and 2016

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. is a non-profit organization incorporated in 1971, with the mission to fulfill America's promise of equal justice by providing civil legal services to New Hampshire's poor, including education and empowerment, advice, representation, and advocacy for systemic change.

The accounting policies of New Hampshire Legal Assistance, Inc. (the 'Entity'), conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions. The Entity has no permanently restricted net assets.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2017</u>	<u>2016</u>
As presented on the Statements of Financial Position -		
Cash and equivalents	\$ 1,258,104	\$ 1,428,475
Cash, restricted	<u>29,610</u>	<u>50,494</u>
	<u>\$ 1,287,714</u>	<u>\$ 1,478,969</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Investments

Investments, which consist of unit investment trusts, are stated at fair value at December 31, 2017 and 2016. Unrealized gains and losses on investments are reflected in the statements of activities.

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. Contributions receivable are collectible as follows:

<u>2017</u>	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 14,449	\$ 14,449	\$ -
<u>2016</u>	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 61,851	\$ 56,851	\$ 5,000

Land, Building and Equipment

Property and equipment is recorded at cost for purchased items and at acquisition value for donated items and is summarized as follows:

	<u>2017</u>	<u>2016</u>
Land	\$ 10,000	\$ 10,000
Building	474,993	447,807
Equipment	<u>224,209</u>	<u>224,209</u>
	709,202	682,016
Less: Accumulated Depreciation	<u>(453,244)</u>	<u>(433,373)</u>
	<u>\$ 255,958</u>	<u>\$ 248,643</u>

Depreciation is computed using the straight-line method over estimated three to ten-year lives for equipment, and seven to forty-year lives for the building and improvements. Expenditures for repairs and maintenance are expensed when incurred and betterments with a useful life in excess of two years are capitalized.

Depreciation expense for the years ending December 31, 2017 and 2016 was \$19,871 and \$21,130, respectively.

Deposits Held for Others

Deposits held for others consist of funds that are held for the express purpose of third party individuals and organizations and are therefore not available to support the Entity's own programs.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Bad Debts

The Entity uses the reserve method for accounting for bad debts. It is the Entity's policy to charge off uncollectible receivables when management determines the receivable will not be collected. No allowance has been recorded as of December 31, 2017 and 2016, because management of the Entity believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying statements of activities. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked.

Fund Raising Activities

Fund raising expenses represent the allocated costs of the Campaign for Legal Services (See Note 14 below). Distributions of campaign donations to the Entity's campaign partner agencies have been included as fundraising expense because the Entity has an agreement to distribute these funds, which do not represent typical, out-of-pocket operating expenses of the Entity. Distributions of campaign donations for the year ended December 31, 2017 and 2016 totaled \$73,100 and \$69,300, respectively.

Donated Services

The Entity receives donated services from a variety of part-time volunteers in the form of administrative assistance, as well as paralegal and legal services. The estimated fair value of these donations is recorded as revenue and expenses in the accompanying Statements of Activities. Donated services recognized as revenue and expenses in the Statements of Activities for the years ending December 31, 2017 and 2016 was \$101,691 and \$102,459, respectively.

Fair Value of Financial Instruments

Cash and equivalents, accounts receivable, accounts payable, and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

NOTE 2--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Entity has the ability to access.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability'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 used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Unit Investment Trusts: Valued at the quoted liquidation price for similar assets or liabilities in active markets.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Entity's assets at fair value as of December 31, 2017 and 2016:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Assets at Fair Value as of December 31, 2017				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Unit Investment Trusts		\$ 2,378		\$ 2,378
Total assets at fair value	\$ -	\$ 2,378	\$ -	\$ 2,378

Assets at Fair Value as of December 31, 2016				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Unit Investment Trusts		\$ 2,283		\$ 2,283
Total assets at fair value	\$ -	\$ 2,283	\$ -	\$ 2,283

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2017 and 2016 are stated at fair value. Shares of the separate investment accounts are valued at liquidation prices, which represent the value per unit the Entity would receive if the Entity redeemed or sold the units at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of unit investment trusts which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statements of activities. Assets held in the investment accounts were as follows at December 31, 2017 and 2016:

	<u>Market Value 2017</u>	<u>Market Value 2016</u>
Unit Investment Trusts	\$ 2,378	\$ 2,283

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
State of New Hampshire and Federal - Departments and Agencies	\$ 2,699,780	\$ 3,453,279
Local Governments	54,417	49,446
New Hampshire Bar Foundation - IOLTA	241,250	213,500
United Way (various branches)	37,334	38,716
Foundations and Other	628,475	398,262
	<u>\$ 3,661,256</u>	<u>\$ 4,153,203</u>

NOTE 4--NOTE PAYABLE

Note payable at December 31, 2017 and 2016 consists of the following:

	<u>2017</u>	<u>2016</u>
Promissory note payable, maturing July 2020; payable in monthly installments of \$1,000	\$ 29,000	\$ 41,000

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

The Entity's note payable is a result of a legal settlement agreement reached in November 2012. The terms of the agreement require the Entity to make monthly payments of \$1,000, with no interest, through July 2020. In addition, as part of the settlement agreement, the holder of the promissory note will make annual payments of \$5,000 over a six-year period commencing April 30, 2013, to the Campaign for Legal Services.

Scheduled maturities of the note payable for the next three years are as follows:

<u>Year Ended</u> <u>December 31,</u>	<u>Amount</u>
2018	\$ 11,000
2019	12,000
2020	6,000
	<u>\$ 29,000</u>

NOTE 5--LINE OF CREDIT

The Entity has an available line of credit with its primary bank for up to \$500,000. No amounts have been drawn on the line of credit and there was no outstanding balance due as of December 31, 2017 and 2016.

NOTE 6--VACATION LEAVE

Full-time employees earn annual vacation leave as they provide services. Pursuant to Entity policy, full-time employees may accumulate, subject to certain limitations, unused vacation leave, and upon termination of employment be compensated for such amounts at current rates of pay. Employees may not "cash out" their accumulated vacation leave at any time during their employment. Accumulated earned vacation leave at December 31, 2017 and 2016 was \$95,207 and \$86,156, respectively, and has been included as part of the 'Accrued expenses' liability in the Statements of Financial Position.

NOTE 7--PENSION PLAN

The Entity operates a 401(k)-retirement plan, and under the plan's "safe harbor" rules, the Entity contributes 3% of all employees' salaries to the plan. Under the terms of the plan, the Entity has the discretion to make a higher level of contribution to the plan but is not obligated. For the years ended December 31, 2017 and 2016 the Entity's discretionary contribution was 2% of all employees' salaries. Contributions to the plan for the year ended December 31, 2017 and 2016 totaled \$114,975 and \$106,461, respectively.

NOTE 8--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets whose use has been limited by donors as to purpose and/or a future time period consists of the following as of December 31, 2017 and 2016:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Civil legal services	\$ 1,087,160	\$ 846,050
Fair Housing legal services	835,672	1,269,069
Domestic violence legal services	358,447	583,054
Elderly and Adult legal services	348,895	305,188
Violence against women legal services	45,000	
Juveniles and Youth legal services	22,579	44,198
Human Services and Homeless legal services	28,334	24,844
Medical and Legal Collaboration	1,923	10,253
Enviornmental Justice Project	357,815	446,821
Victims of Crime legal services	807,206	1,066,210
Supervised Visitation legal services	47,229	49,298
Campaign for Legal Services	6,000	14,637
	<u>\$ 3,946,260</u>	<u>\$ 4,659,622</u>

NOTE 9--LEASE COMMITMENTS

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and ends September 30, 2019. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 and ends November 18, 2019. The terms of all of the Entity's leases contain a provision that allow the Entity to terminate the lease prior to the end of the lease term in the event of a funding reduction. Rental expense for leases was \$173,253 and \$167,650 for the years ended December 31, 2017 and 2016, respectively.

The following is a schedule, by years, of future minimum payments for operating leases:

Year Ended <u>December 31,</u>	Annual Lease <u>Commitments</u>
2018	\$ 145,065
2019	<u>122,272</u>
	<u>\$ 267,337</u>

NOTE 10--INCOME TAXES

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code.

The Entity has adopted FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity had no uncertain tax positions as of December 31, 2017 and, accordingly

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

NOTE 11--CASE REVENUE

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. These class action fee awards are episodic, and it is not possible to predict in advance their amounts or the dates they will be received.

NOTE 12--ECONOMIC DEPENDENCY

For the years ended December 31, 2017 and 2016, approximately 31% and 34%, respectively, of total unrestricted support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation or reduction of the State appropriation would likely result in a decrease in services provided by the Entity, until alternative revenues could be obtained.

NOTE 13--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at financial institutions with local branches located in New Hampshire. The Entity's cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000 for all cash checking and sweep accounts. The Entity has entered into agreements with the financial institutions to move funds in excess of FDIC limits into insured cash sweep accounts. Funds held in the insured cash sweep accounts are placed into FDIC insured deposit accounts with other financial institutions throughout the United States. As of December 31, 2017, and 2016 the Entity's bank deposits were fully insured.

NOTE 14--CAMPAIGN FOR LEGAL SERVICES

In June 2005, the Entity assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of the Entity and the Legal Advice and Referral Center (LARC), a not-for-profit entity providing civil legal services to low-income people in the State of New Hampshire. Revenue and expenses of these activities have been reported as contributions received and made and as fund raising expenses in these financial statements. For the years ended December 31, 2017 and 2016 the Campaign had total unrestricted revenue and support of \$298,536 and \$290,827, respectively, and total expenses excluding distributions of \$89,677 and \$92,827, respectively.

Distributions to the Campaign partners during the years ended December 31, 2017 and 2016 totaled \$208,859 and \$198,000, respectively. Distributions were allocated and made as follows for the years ended December 31, 2017 and 2016: the Entity received \$135,758 and \$128,700, respectively, and LARC received \$73,101 and \$69,300, respectively.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

NOTE 15--CONTINGENCIES

The Entity participates in a number of Federal and State assisted grant programs and contracts. Such programs may be subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of expenses which may be disallowed by a grantor agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 16--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 30, 2018 which is the date the financial statements were available to be issued.

SCHEDULE I
NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2017

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	Total Federal Expenditures	Passed Through to Subrecipients
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Pass Through Payments from the City of Manchester, New Hampshire Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	\$ 1,080	\$ -
Received directly from U.S. Treasury Department Fair Housing Initiatives Program #FPEI61013-01-01	14.408	309,765	-
Total Department of Housing and Urban Development		<u>310,845</u>	<u>-</u>
DEPARTMENT OF JUSTICE			
Pass Through Payments from the County of Strafford, New Hampshire Justice Systems Response to Families	16.021	2,069	-
Received directly from U.S. Treasury Department Legal Assistance for Victims #2016-WL-AX-0037	16.524	233,983	15,485
Pass Through Payments from New Hampshire Department of Justice Juvenile Justice and Delinquency Prevention #2016-WF-AX-0045	16.540	39,198	-
Crime Victim Assistance #2015-VA-GX-0007	16.575	259,003	50,293
Violence Against Women Formula Grants #2017W066	16.588	48,916	-
Total Department of Justice		<u>583,169</u>	<u>65,778</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Pass Through Payments from New Hampshire Bureau of Elderly and Adult Services Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers #0595484810107820000	93.044	120,295	-
Total Department of Health and Human Services		<u>120,295</u>	<u>-</u>
Total Expenditures of Federal Awards		<u>\$ 1,014,309</u>	<u>\$ 65,778</u>

See notes to schedule of expenditures of federal awards

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2017

NOTE 1--BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of New Hampshire Legal Assistance, Inc. under programs of the federal government for the year ended December 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Legal Assistance, Inc, it is not intended to and does not present the net assets, changes in net assets, or cash flows of New Hampshire Legal Assistance, Inc.

NOTE 2--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to New Hampshire Legal Assistance, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3--INDIRECT COST RATE

New Hampshire Legal Assistance, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the Entity's financial statements as program services and management and general expenses.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

We have audited, 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, the financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 30, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Legal Assistance, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Legal Assistance, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vachon Cloutay & Company PC

Manchester, New Hampshire
March 30, 2018

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on Compliance for Each Major Federal Program

We have audited New Hampshire Legal Assistance, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of New Hampshire Legal Assistance, Inc.'s major federal programs for the year ended December 31, 2017. New Hampshire Legal Assistance, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Legal Assistance, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Legal Assistance, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Legal Assistance, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, New Hampshire Legal Assistance, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.


Report on Internal Control Over Compliance

Management of New Hampshire Legal Assistance, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Legal Assistance, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Manchester, New Hampshire
March 30, 2018

**New Hampshire Legal Assistance, Inc.
 Schedule of Findings and Questioned Costs
 For the Year Ended December 31, 2017**

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified
 Internal control over financial reporting:
 Material weakness(es) identified? _____yes X no
 Significant deficiency(ies) identified? _____yes X none reported
 Noncompliance material to financial statements noted? _____yes X no

Federal Awards

Internal Control over major programs:
 Material weakness(es) identified? _____yes X no
 Significant deficiency(ies) identified? _____yes X none reported

Type of auditor's report issued on compliance
 for major programs: Unmodified
 Any audit findings disclosed that are required
 to be reported in accordance with
 2 CFR 200.516(a)? _____yes X no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
16.524	Legal Assistance for Victims
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between Type A and Type B program: \$ 750,000

Auditee qualified as low-risk auditee? _____yes X no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedules of Functional Expenses
For the Years Ended December 31, 2017 and 2016

	December 31, 2017						Program Services			Supporting Services			Combined Total
	Domestic Violence		Housing Justice	Senior Law	Youth Law	Other Civil Legal	Total	Fund Raising	Management and	Total	Total		
	Project		Project	Project	Project	Services			General				
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Salaries	344,651	458,869	149,009	100,429	942,051	1,995,009	84,484	290,413	374,897	2,369,906			
Payroll taxes	24,478	33,858	10,573	7,367	77,843	154,119	6,452	23,060	29,512	183,631			
Employee benefits	48,281	70,408	22,092	15,220	171,269	327,270	10,900	47,641	58,541	385,811			
Space and occupancy	26,603	35,515	10,046	8,211	106,246	186,621	5,331	24,009	29,340	215,961			
Office supplies and expenses	4,760	8,296	2,108	3,462	20,786	39,412	14,440	5,071	19,511	58,923			
Postage	1,062	1,395	395	333	3,463	6,648	1,140	855	1,995	8,643			
Equipment rental and maintenance	2,648	3,524	1,000	813	9,214	17,199	491	2,213	2,704	19,903			
Communications	4,482	5,819	1,647	1,348	14,904	28,200	806	3,628	4,434	32,634			
Library	8,061	8,844	2,544	2,794	11,480	33,723	963	4,338	5,301	39,024			
Training and meetings	6,828	6,743	682	2,510	10,702	27,465	1,086	3,533	4,619	32,084			
Insurance	2,366	3,220	924	738	12,341	19,589	559	2,520	3,079	22,668			
Dues and fees	1,386	3,574	589	468	11,610	17,627	1,004	2,268	3,272	20,899			
Litigation expenses	18,371	2,672	1,061	5,572	5,619	33,295				33,295			
Temporaries/contract services	11,753	15,744	5,356	3,703	157,941	194,497	12,648	25,022	37,670	232,167			
Sub-Grants	59,086	5,665	4,050	88		68,889				68,889			
Travel	10,324	6,575	2,598	2,091	14,865	36,453	1,847	4,690	6,537	42,990			
Distributions to campaign partners							73,100		73,100	73,100			
Other expenses	2,385	2,432	560	420	4,138	9,935	9,859	1,277	11,136	21,071			
Depreciation					17,171	17,171	491	2,209	2,700	19,871			
Total Functional Expenses	\$ 577,525	\$ 673,153	\$ 215,234	\$ 155,567	\$ 1,591,643	\$ 3,213,122	\$ 225,601	\$ 442,747	\$ 668,348	\$ 3,881,470			

	December 31, 2016						Program Services			Supporting Services			Combined Total
	Domestic Violence		Housing Justice	Senior Law	Youth Law	Other Civil Legal	Total	Fund Raising	Management and	Total	Total		
	Project		Project	Project	Project	Services			General				
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Salaries	108,040	452,051	136,012	36,114	1,075,624	1,807,841	51,147	288,257	339,404	2,147,245			
Payroll taxes	8,265	34,582	10,405	2,763	86,169	142,184	4,061	22,889	26,950	169,134			
Employee benefits	20,333	82,169	25,270	5,714	188,161	321,647	9,100	51,286	60,386	382,033			
Space and occupancy	9,458	36,687	9,787	3,488	112,015	171,435	6,653	26,336	32,989	204,424			
Office supplies and expenses	1,458	6,571	2,246	465	19,899	30,639	8,698	5,817	14,515	45,154			
Postage	401	1,888	467	173	4,705	7,634	342	1,179	1,521	9,155			
Equipment rental and maintenance	1,053	3,577	1,034	389	10,464	16,517	641	2,537	3,178	19,695			
Communications	1,392	5,709	1,493	551	16,520	25,665	996	3,943	4,939	30,604			
Library	2,061	8,014	2,085	701	18,233	31,094	1,207	4,777	5,984	37,078			
Training and meetings	3,624	2,246	19,415	141	4,207	29,633	1,526	4,608	6,134	35,767			
Insurance	895	3,572	1,637	342	11,532	17,978	698	2,762	3,460	21,438			
Dues and fees	1,286	3,006	1,002	229	7,767	13,290	150	1,988	2,138	15,428			
Litigation expenses	2,440	12,580	4,260	835	6,199	26,314				26,314			
Temporaries/contract services	2,562	9,671	2,635	1,176	35,100	51,144	6,707	170,740	177,447	228,591			
Sub-Grants		2,414	5,000	2,233	4,547	14,194		2,099	2,099	16,293			
Travel	4,723	8,462	2,763	2,061	18,687	36,696	1,294	5,618	6,912	43,608			
Distributions to campaign partners							69,300		69,300	69,300			
Other expenses	686	2,907	666	223	9,297	13,779	6,877	3,054	9,931	23,710			
Depreciation					17,115	17,115		4,015	4,015	21,130			
Total Functional Expenses	\$ 168,677	\$ 676,106	\$ 226,177	\$ 57,598	\$ 1,646,241	\$ 2,774,799	\$ 169,397	\$ 601,905	\$ 771,302	\$ 3,546,101			

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2017

ASSETS	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CURRENT ASSETS:				
Cash and equivalents	\$ 1,140,027	\$ 118,077		\$ 1,258,104
Cash, restricted	29,610			29,610
Investments	2,378			2,378
Grants and contracts receivable	3,661,256			3,661,256
Contributions receivable	77,842	5,000	\$ (77,842)	5,000
Prepaid expenses	32,690			32,690
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>4,957,653</u>	<u>123,077</u>	<u>(77,842)</u>	<u>5,002,888</u>
NONCURRENT ASSETS:				
Land, building and equipment (net)	255,958			255,958
TOTAL NONCURRENT ASSETS	<u>255,958</u>	<u>-</u>	<u>-</u>	<u>255,958</u>
TOTAL ASSETS	<u>\$ 5,213,611</u>	<u>\$ 123,077</u>	<u>\$ (77,842)</u>	<u>\$ 5,258,846</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 8,122	\$ 117,077	\$ (77,842)	\$ 47,357
Accrued expenses	151,064			151,064
Deposits held for others	29,610			29,610
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>199,796</u>	<u>117,077</u>	<u>(77,842)</u>	<u>239,031</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	18,000			18,000
TOTAL NONCURRENT LIABILITIES	<u>18,000</u>	<u>-</u>	<u>-</u>	<u>18,000</u>
TOTAL LIABILITIES	<u>217,796</u>	<u>117,077</u>	<u>(77,842)</u>	<u>257,031</u>
NET ASSETS:				
Unrestricted	1,055,555			1,055,555
Temporarily restricted	3,940,260	6,000		3,946,260
TOTAL NET ASSETS	<u>4,995,815</u>	<u>6,000</u>	<u>-</u>	<u>5,001,815</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,213,611</u>	<u>\$ 123,077</u>	<u>\$ (77,842)</u>	<u>\$ 5,258,846</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2016

	<u>New Hampshire</u> <u>Legal Assistance</u>	<u>Campaign for</u> <u>Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,311,690	\$ 116,785		\$ 1,428,475
Cash, restricted	50,494			50,494
Investments	2,283			2,283
Grants and contracts receivable	4,153,203			4,153,203
Contributions receivable	114,712	56,851	\$ (114,712)	56,851
Prepaid expenses	25,429			25,429
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>5,671,661</u>	<u>173,636</u>	<u>(114,712)</u>	<u>5,730,585</u>
NONCURRENT ASSETS:				
Contributions receivable		5,000		5,000
Land, building and equipment (net)	248,643			248,643
TOTAL NONCURRENT ASSETS	<u>248,643</u>	<u>5,000</u>	<u>-</u>	<u>253,643</u>
TOTAL ASSETS	<u>\$ 5,920,304</u>	<u>\$ 178,636</u>	<u>\$ (114,712)</u>	<u>\$ 5,984,228</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 19,191	\$ 163,999	\$ (114,712)	\$ 68,478
Accrued expenses	132,540			132,540
Deposits held for others	50,494			50,494
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>213,225</u>	<u>163,999</u>	<u>(114,712)</u>	<u>262,512</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	30,000			30,000
TOTAL NONCURRENT LIABILITIES	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>30,000</u>
TOTAL LIABILITIES	<u>243,225</u>	<u>163,999</u>	<u>(114,712)</u>	<u>292,512</u>
NET ASSETS:				
Unrestricted	1,032,094			1,032,094
Temporarily restricted	4,644,985	14,637		4,659,622
TOTAL NET ASSETS	<u>5,677,079</u>	<u>14,637</u>	<u>-</u>	<u>5,691,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,920,304</u>	<u>\$ 178,636</u>	<u>\$ (114,712)</u>	<u>\$ 5,984,228</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2017

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 281,458			\$ 281,458
Government grants and contracts	674,995			674,995
United Ways	70,308			70,308
Contributions - Foundations and Other	332,525			332,525
Contributions - Campaign for Legal Services	135,758	\$ 283,894	\$ (135,758)	283,894
Case revenue	135,991			135,991
Investment income	1,273	5		1,278
Net assets released from restrictions	<u>2,109,845</u>	<u>14,637</u>		<u>2,124,482</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,742,153</u>	<u>298,536</u>	<u>(135,758)</u>	<u>3,904,931</u>
EXPENSES:				
Program services:				
Domestic violence project	577,525			577,525
Housing justice project	673,153			673,153
Senior law project	215,234			215,234
Youth law project	155,567			155,567
Other civil legal services	<u>1,591,643</u>			<u>1,591,643</u>
Total program services	<u>3,213,122</u>	<u>-</u>	<u>-</u>	<u>3,213,122</u>
Supporting services:				
Fund raising	62,823	298,536	(135,758)	225,601
Management and general	<u>442,747</u>			<u>442,747</u>
Total supporting services	<u>505,570</u>	<u>298,536</u>	<u>(135,758)</u>	<u>668,348</u>
TOTAL EXPENSES	<u>3,718,692</u>	<u>298,536</u>	<u>(135,758)</u>	<u>3,881,470</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>23,461</u>	<u>-</u>	<u>-</u>	<u>23,461</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSET				
New Hampshire Bar Foundation - IOLTA	201,042			201,042
Government grants and contracts	785,403			785,403
United Ways	54,750			54,750
Contributions - Foundations and Other	363,925			363,925
Contributions - Campaign for Legal Services		6,000		6,000
Temporarily restricted net assets released from restrictions	<u>(2,109,845)</u>	<u>(14,637)</u>		<u>(2,124,482)</u>
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>(704,725)</u>	<u>(8,637)</u>	<u>-</u>	<u>(713,362)</u>
CHANGE IN NET ASSETS	<u>(681,264)</u>	<u>(8,637)</u>	<u>-</u>	<u>(689,901)</u>
NET ASSETS - January 1	<u>5,677,079</u>	<u>14,637</u>	<u>-</u>	<u>5,691,716</u>
NET ASSETS - December 31	<u>\$ 4,995,815</u>	<u>\$ 6,000</u>	<u>\$ -</u>	<u>\$ 5,001,815</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2016

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 249,083			\$ 249,083
Government grants and contracts	900,763			900,763
United Ways	96,823			96,823
Contributions - Foundations and Other	265,444			265,444
Contributions - Campaign for Legal Services	128,700	\$ 277,040	\$ (128,700)	277,040
Case revenue	260,966			260,966
Investment income	990	10		1,000
Net assets released from restrictions	<u>1,492,339</u>	<u>13,777</u>		<u>1,506,116</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,395,108</u>	<u>290,827</u>	<u>(128,700)</u>	<u>3,557,235</u>
EXPENSES:				
Program services:				
Domestic violence project	168,677			168,677
Housing justice project	676,106			676,106
Senior law project	226,177			226,177
Youth law project	57,598			57,598
Other civil legal services	<u>1,646,241</u>			<u>1,646,241</u>
Total program services	<u>2,774,799</u>	<u>-</u>	<u>-</u>	<u>2,774,799</u>
Supporting services:				
Fund raising	7,270	290,827	(128,700)	169,397
Management and general	<u>601,905</u>			<u>601,905</u>
Total supporting services	<u>609,175</u>	<u>290,827</u>	<u>(128,700)</u>	<u>771,302</u>
TOTAL EXPENSES	<u>3,383,974</u>	<u>290,827</u>	<u>(128,700)</u>	<u>3,546,101</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>11,134</u>	<u>-</u>	<u>-</u>	<u>11,134</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	177,917			177,917
Government grants and contracts	3,275,103			3,275,103
United Ways	30,633			30,633
Contributions - Foundations and Other	550,176			550,176
Contributions - Campaign for Legal Services		14,637		14,637
Temporarily restricted net assets released from restrictions	<u>(1,492,339)</u>	<u>(13,777)</u>		<u>(1,506,116)</u>
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>2,541,490</u>	<u>860</u>	<u>-</u>	<u>2,542,350</u>
CHANGE IN NET ASSETS	2,552,624	860	-	2,553,484
NET ASSETS - January 1	<u>3,124,455</u>	<u>13,777</u>	<u>-</u>	<u>3,138,232</u>
NET ASSETS - December 31	<u>\$ 5,677,079</u>	<u>\$ 14,637</u>	<u>\$ -</u>	<u>\$ 5,691,716</u>

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2017 (revised 5-12-2017)

KILE ADUMENE (Secretary)	Manchester Community Health Center
BRIDGET ANDERSON	
GEORGE DANA BISBEE, Esq.	Devine, Millimet & Branch
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WILLIAM L. CHAPMAN, Esq.	Orr & Reno PA
MICHAEL DELANEY Esq.	McLane, Graf, Raulerson & Middleton PA
LISA DiBRIGIDA, MS, MD	Child Health Services
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JOSEPH PLAIA, Esq.	Plaia LLC
DEBORAH KANE REIN, Esq. (Co-Chair)	Rein Mediation

ELLIOTT BERRY

EDUCATION:

University of Michigan, 1967-1971
B.A. Far Eastern Studies, Chinese Language and Literature

J. D., Boston College Law School, 1975

EMPLOYMENT:

September, 1975-Present: Attorney, New Hampshire Legal Assistance.

Housing specialist for statewide legal services program with substantial experience in the following areas: private landlord/tenant; conventional public housing; Section 8 housing; Section 236 housing; FmHA § 502 and 515 housing; manufactured housing; zoning; rent controls; community development block grants; housing finance, and housing development.

I have advocated on housing issues in diverse forums: impact litigation, individual service cases, legislative drafting and lobbying, block grant advocacy, training and supervision, program support, and community education.

LITIGATION:

1. *Britton v. Town of Chester*

Lead counsel in both three-week trial and appeal in successful challenge to exclusionary zoning by a developing municipality in metropolitan Manchester. New Hampshire Supreme Court accepted plaintiff's position that housing for all socio-economic classes is an essential element of the general welfare and that municipal zoning ordinances must afford realistic opportunities for development of housing for indigenous low-moderate income families and for a proportionate share of the regional need for such housing.

2. *Soares, et al. v. Town of Atkinson* - (N.H. Supreme Court)

This was an attack on exclusionary zoning based on the "Mt. Laurel Doctrine." After a 4-week trial, the Rockingham County Superior Court issued a 107-page decision adopting Mt. Laurel "fair share" principles. The Town amended its ordinances and included some "inclusionary zoning ordinances." Town's appeal dismissed as moot due to amendment.

3. *Eastman v. Block* - (U.S. District Court).

Filed December 13, 1982. Action challenging the refusal of the Farmers Home Administration to provide financing for the purchase of manufactured housing as mandated by a 1974 amendment to Housing Act. Over the course of the litigation, Congress amended the legislation and regulations have been promulgated granting Section 502 mortgages and interest credits for manufactured housing.

4. *Scruton v. HUD* - (U.S. District Ct.).

Suit against private owner of subsidized housing for under utilization of project-based Section 8 subsidies and discrimination against voucher and certificate holders. HUD was also a defendant for failure to enforce full utilization requirements of HAP contract. Settlement provided agreement from private developer to utilize all Section 8's and to prohibit discrimination against certificate holders.

5. *Simpson v. Pierce* - (U.S. District Court).

Action to enjoin rent increase for welfare recipients residing in Section 8 and conventional public housing based on OBRA amendments to U.S. Housing Act. In the alternative, plaintiffs sought an order against the state welfare department directing them to increase plaintiffs' welfare checks to cover the rent increase. Final stipulation filed ensuring that rents for AFDC recipients would not exceed the shelter component of their AFDC grant.

6. *South End Tenants Association v. Laconia Housing and Redevelopment Authority* - (U.S. District Court).

Action to enjoin local housing authority and HUD from terminating a Section 236 new construction contract (thus dispossessing 48 large tenant families) prior to the expiration of the ten-year term. Consent decree providing Section 8 Existing Housing certificates for all displaced tenants.

7. *Girard v. Town of Allenstown* - [121 N.H. 268 (1981)].

Authored the only municipal rent control ever enacted in N.H. Represented tenant-intervenors in defense of the ordinance. Town refused to defend ordinance passed at town meeting. Supreme Court ruled that town did not have power to enact rent controls in absence of state enabling legislation.

8. *Luksa v. Harris* - (U.S. District Court).

Action to enjoin HUD from charging AFDC recipients who reside in public housing the amount of the maximum shelter allowance given by state welfare to AFDC recipients pursuant to "Brooke III," 42 U.S.C. § 1437 and 24 C.F.R. § 860.404. HUD agreed to accept \$110 per month per unit rather than the \$155 maximum shelter allowance paid by the N.H. Division of Welfare. This provided AFDC families in public housing the same per unit HUD subsidy as was provided to the average non-AFDC public housing tenant household.

9. *Dussault v. Hills* - (U.S. District Court). May, 1977.

Preliminary injunction entered against HUD ordering payment of Section 236 operating subsidy on behalf of tenants in Nashua. After several months of payment preliminary injunction was vacated and plaintiffs were subsumed in nationwide class certified in *Underwood v. Hills*.

10. *Kologiski v. Hills* - (U.S. District Court).

Plaintiffs, tenants in 221(d)(3) development sued to enjoin arbitrary eviction. Preliminary agreement. Final case settled with promulgation of 24 C.F.R. § 450 by HUD.

BLOCK GRANT ADVOCACY:

1. *Souhegan Valley Manufactured Housing Cooperative*

Wrote a block grant application (small cities) for the Town of Milford, N.H. on behalf of mobile home owners renting lots in park which was being closed by a new owner. The N.H. Office of State Planning made the maximum single purpose grant of \$350,000 which enabled the tenants to leverage the financing necessary to purchase the park.

2. *LISTEN v. City of Lebanon*

Administrative complaint against 1978 application for Community Development Block Grant (Entitlement Program) filed on behalf of community organization contesting the city's failure to include programs which benefit low-income families, its over-emphasis on the housing needs of homeowners, its failure to comply with HAP proportionality requirements, and inadequate citizen participation. Complaint caused a shift in over twenty percent of funds, which was acceptable to community plaintiffs.

3. *Manchester Emergency Housing*

Co-founder of housing coalition formed to create an emergency shelter in Manchester for battered women and other homeless persons. Wrote and successfully lobbied for \$85,000 CDBG grant for purchase and rehabilitation of the shelter.

LEGISLATION:

1. "Affordable Housing Fund" (1988). Wrote and lobbied statute establishing "Affordable Housing Fund" (1988), state's first state-funded program for grants and low-interest loans for community-based housing initiatives.
2. Wrote and lobbied statute providing pro se injunctive relief for victims of landlord self-help, and providing for substantial damages.
3. Wrote, testified, and successfully lobbied New Hampshire's statewide "good cause eviction bill" in 1985.
4. Co-authored, negotiated, lobbied tenant protection from condominium conversion. Tenants have nine months notice; when they are elderly or disabled, in which case they get 18 months notice. Tenants have an exclusive right to purchase their unit for 60 days.
5. Co-authored, testified in both House and Senate hearings, lobbied. Authorization for rent withholding.
6. Co-authored retaliatory eviction amendments to include protection for tenant organizing and rent withholding.
7. Authored bill providing tenants in mobile home parks with opportunity to petition superior court for injunctive relief to remedy health and safety problems, and for the appointment of a receiver in certain cases.

OTHER ACTIVITIES:

1. N. H. Community Loan Fund, Inc. Co-founder and president of one of the nation's first non-profit loan funds for community-based housing development. We make loans to housing cooperatives and other community based non-profit housing projects and are capitalized with below-market rate loans from religious and other charitable organizations and individuals.
2. Chairman, 1987-present, Manchester Housing Council, created by legislative body of state's largest city.
3. President, Manchester Area Housing Trust, 1991-present. Founder and initial president of non-profit community based housing development organization in state's largest municipality.

Candace Cappio Gebhart

SUMMARY

Skilled paralegal with broad-based experience. Demonstrated ability to handle high volume caseload effectively and consistently. Proficiency in legal research and writing. Excellent communicator. Keen organizational skills. Exceptionally detail oriented.

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE

October, 2005 - present

PARALEGAL

Demonstrated ability to handle high volume caseload to effectively represent low-income clients throughout the state of New Hampshire. Ability to work independently with minimal attorney supervision. Areas of expertise include landlord-tenant (public and private), foreclosure/bankruptcy, consumer debt collection, Medicare/Medicaid, public benefits and issues affecting seniors. Participate in agency and community meetings regarding legal issues, rights and/or services by providing information that is clear, fact-based, and supported with appropriate materials. Work cooperatively with area non-profits developing strategies to effectively advocate for low-income individuals to prevent homelessness.

ORR & RENO, PA; Concord, New Hampshire

August, 2004 – October, 2005

PARALEGAL

Legal and factual research to support Litigation Department consisting of eleven full-time litigators, directly assigned to the Litigation Department Director and three attorneys. Responsibilities include extensive preparation of motions, memoranda of points and authorities, discovery requests and responses thereto, summaries of depositions and medical records, case chronologies, and the like. Attend depositions and court hearings, prepare trial and oral argument notebooks, prepare exhibits for trial, draft Q & A, prepare clients for trial. Average monthly billable hours: 122.

OTIS, COAN & STEWART, LLC; Greeley, Colorado

2001-July, 2004

LEGAL ASSISTANT

Assist partner in preparation of real estate documents, primarily for subdivisions (development agreements, covenants, homeowner association documents); responsible for preparation of mechanic's lien documents, demand letters for collection and, when necessary, pleadings for same (complaint, motions for default judgment, etc.).

LAW OFFICES OF ZILDA MCCAUSLAND & EILER & AICKLEN, LLC

2000-2001

LEGAL ASSISTANT

Santa Rosa, California

Legal and factual research for a family law practitioner (McCausland) and the satellite office of a firm specializing in defense of personal injury litigation matters. Approximately 40% of Ms. McCausland's caseload was in the representation of non-English speaking children during the term of dependency and neglect proceedings.

HATHAWAY, SPEIGHT & KUNZ, LLC; Cheyenne, Wyoming 1998 - 2000
LEGAL ASSISTANT

Assisted partner whose practice comprised serving as bond counsel on public financing transactions throughout the State of Wyoming. Directly responsible for the preparation of resolutions, trust indentures, agency agreements, and myriad closing documents for the issuance of bonds through public offering and private placement.

BOULDER COUNTY LEGAL SERVICES; Boulder, Colorado 1990 - 1994
PRO BONO COORDINATOR / PARALEGAL

Implemented, coordinated, recruited, and maintained the volunteer attorney program (approximately 350 attorneys) through community outreach, technical assistance, case follow-up and support. Responsible for interview, selection, and scheduling of non-attorney volunteers (approximately 20 paralegals). Developed, updated, and produced specific training seminars and materials for both groups and other agency programs related to low-income client population and BCLS program needs. Participated in agency and community meetings regarding legal issues, rights and/or services by providing information that was clear, knowledgeable, and supported with appropriate materials. Worked cooperatively with the Boulder County Bar Association, Department of Social Services, and other agencies and organizations in developing strategies to effectively advocate for low-income populations. Demonstrated ability to handle high volume caseload effectively and consistently (annually: referred approximately 600 cases to private bar and opened 25 cases personally) while supervising administrative office personnel and tasks to maintain and enhance effective operation of the program.

ADDITIONAL RELEVANT EXPERIENCE

CITY ATTORNEY'S OFFICE; Boulder, Colorado 1988 - 1990
LEGAL ASSISTANT

NATIONAL WILDLIFE FEDERATION; Washington, D.C. 1985 - 1988
LEGAL ASSISTANT

ACHIEVEMENTS

PARALEGAL PROFESSIONALISM AWARD 2009
{in recognition of my efforts to save homes, prevent homelessness, and advocate for low-income families in New Hampshire}

TWIN PINE RANCH & FARTHING RANCH, Wyoming 1994 - 1998
RANCH HAND

NOMINATED BY THE BOULDER BAR ASSOCIATION AND THE BOULDER WOMEN'S BAR ASSOCIATION FOR THE COLORADO BAR ASSOCIATION'S JACOB V. SCHAEZEL AWARD 1994
{demonstrated dedication to the development and delivery of legal services to the poor}

EDUCATION

GEORGE WASHINGTON UNIVERSITY; Washington, D.C.
Legal Assistant Certificate

PRATT INSTITUTE; Brooklyn, NY
Bachelor Industrial Design

RUTH HEINTZ

EDUCATION

University of California, Boalt Hall School of Law, Berkeley, CA
J.D., May 1995

Dartmouth College
B.A. cum laude with major in engineering sciences, June 1988

BAR ADMISSIONS

State Bar of California - 1996 (inactive)
State Bar of Ohio - 1997 (inactive)
State Bar of Oregon - 1999 (submitted Form A resignation in 2007)
State Bar of New Hampshire - 2004

EXPERIENCE

New Hampshire Legal Assistance, Littleton, New Hampshire
Staff Attorney, starting June 2004, *Managing Attorney*, September 2008 to present.
Represent and provide legal advice to low-income and senior clients living in northern New Hampshire with a wide variety of legal problems: housing (evictions, conditions, Section 8 terminations, fair housing); Social Security and Medicaid; family law (divorce, custody and visitation, child support, domestic violence restraining orders); unemployment compensation and other public benefits; utilities; and other matters. Appear in state and federal courts and at administrative hearings.

Southeastern Ohio Legal Services, Portsmouth, Zanesville, and Newark, Ohio
Staff Attorney, May 1996 to March 1999, April 2001 to May 2004.
Represented and provided legal advice to low-income clients living in rural Ohio with a wide variety of legal problems: family law (divorce, custody and visitation, child support, domestic violence); housing (evictions, conditions, rent escrow, land installment contracts, foreclosures); consumer law including predatory lending and debt collection; utilities; Social Security, unemployment compensation, and other public benefits; special education; wills; and other matters. Member of the "housing team" and "predatory lending team" to strategize and address concerns of low-income people. Appeared in state and federal courts and at administrative hearings.

Legal Aid Services of Oregon, Pendleton, Oregon
Staff Attorney, April 1999 to April 2001.
Represented and provided legal advice primarily to members and other Native American residents of the Umatilla Indian Reservation in various areas of poverty law and Indian law. Appeared in tribal and state courts and at administrative hearings.

San Francisco Neighborhood Legal Assistance Foundation, San Francisco, California
Domestic Relations Unit Law Clerk, January 1994 to May 1995.

East Bay Community Law Center, Berkeley, California
HIV Unit Intern, January 1995 to May 1995.

Legal Aid Society of Alameda County, Oakland, California
Law Clerk, June 1993 to June 1994.

Family Violence Law Center, Berkeley, CA
Volunteer, Spring and Summer 1993.

Tongass Alaska Girl Scout Council, Juneau, AK
VISTA Volunteer, November 1989 to November 1990.

Stephen T. Tower

BAR ADMISSION

New Hampshire

Bar Exam passed February 2016, Admitted May 24, 2016.

New York

Bar exam passed July 2014, Awaiting Admission.

Massachusetts

Bar exam passed July 2014. Admitted November 25, 2014.

Federal District Court for the District of Massachusetts

Admitted June 16, 2015.

EDUCATION

Brooklyn Law School, Brooklyn NY

Juris Doctor

August 2011-May 2014

University of Massachusetts Amherst, Amherst MA

Bachelor of Arts *Cum Laude* in History and Legal Studies

September 2006-May 2010

EXPERIENCE

New Hampshire Legal Assistance, Concord NH

Staff Attorney

September 2015- Present

- Represented low-income claimants in New Hampshire Employment Security hearings and appeals involving determination of benefits, and unemployment overpayment claim compromise procedures.
- Represented NHLA on several Public Utilities Commission related boards and committees for the purpose of advocating on behalf of low-income utility customers.
- Represented low-income clients in a variety of public benefits, housing, consumer rights, and domestic violence related matters in New Hampshire state courts and administrative proceedings.

Greater Boston Legal Services, Employment Law Unit, Boston MA

Intern; Fellow

May 2013- August 2013; August 2014- September 2015

- Represented low-income claimants in Massachusetts Department of Unemployment Assistance hearings involving determination of benefits, Section 30 job training benefits, and unemployment overpayment waivers.
- Performed client intake assessment and case management for low-income claimants in cases using LotusNotes software.
- Conducted extensive legal research for legislation on domestic worker's rights, human trafficking and forced labor, and minimum wage increases.
- Handled FMLA claims related to the unemployment insurance claims of clients in the Federal District Court for the District of Massachusetts.

- Pursued wage and hour violations for individual clients through demand letters, and complaints to the Attorney General's office.
- Assisted in the drafting of updates to the Unemployment Advocacy Guide to be used by advocates across the state.

Journal of Law and Policy, Brooklyn Law School, Brooklyn NY

Assistant Managing Editor and Staff Writer

August 2012- May 2014

- Checked and edited citations for notes and articles submitted to the Journal.
- Supervised the editing and citation-checking of journal staff.
- Wrote a note selected for publication discussing potential free speech and state action issues arising from the creation of privately owned public spaces under the New York City Zoning Resolution. (22 J.L. & Pol'y 433 (2013)).

National Labor Relations Board, Region 29, Brooklyn NY

Law Clerk

September 2013- December 2013

- Met with Charging Parties of unfair labor practice charges and took sworn affidavits.
- Investigated the validity of charges filed against Unions, working with and gathering evidence from charging employees, employers, Unions and their counsel, and witnesses.
- Provided written reports to the regional director recommending whether or not to file a complaint against the charged party, along with the legal and evidentiary basis for my recommendation.
- Observed several NLRB elections.

New York City Transit Authority, Law Dept., Tort Division, Brooklyn NY

Intern

May 2012- August 2012

- Composed summaries of case files and memos to assist supervising attorney during §50-h statutory hearings and depositions.
- Drafted numerous pre-trial documents, including bills of particulars, answers to complaints, and responses to discovery requests.
- Worked with in-office investigators to locate and organize relevant evidence for discovery purposes.

Massachusetts Superior Court, Hon. Judd Carhart, Springfield MA

Intern

January 2010

- Observed and discussed criminal proceedings, focusing on voir dire, examination and cross-examination of witnesses, and sentencing.

EDUCATION EXTRACURRICULARS

Suspension Representation Project, New York NY

Student Advocate

March 2012- May 2013

National Lawyers Guild, New York NY

Legal Observer

October 2011- May 2012

Western Massachusetts Labor Action, Pittsfield MA

Volunteer Organizer

December 2008- April 2009

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elliot Berry	Managing Attorney	100,350	22%	\$22,077
Candace Gebhart	Staff Paralegal	69,362	15%	\$10,404
Ruth Heintz	Managing Attorney	100,350	9%	\$ 9,032
Stephen Tower	Staff Attorney	62,034	15%	\$ 9,305

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

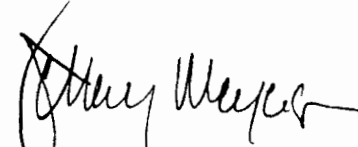
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
		Sub-total		\$10,000	\$0	\$10,000
		Total		\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

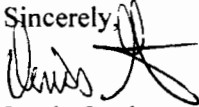
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT



30.16

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,000 from \$100,000 to read: \$150,000.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

M. Ryan
Name: Marybeth Ryan
Title: Director

New Hampshire Legal Assistance

5/10/17
Date

Lynne M Parker
Name: Lynne M Parker
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on May 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Brenda L Grant
Signature of Notary Public or Justice of the Peace

Brenda L. Grant
Name and Title of Notary or Justice of the Peace

**BRENDA L. GRANT Notary Public
State of New Hampshire**

My Commission Expires: My Commission Expires January 13, 2021



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/26/17
Date

[Signature]
Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,000.00
SFY17	not to exceed \$50,000.00
SFY18	not to exceed \$50,000.00
July 1, 2015 – June 30, 2018:	not to exceed \$150,000.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$150,000.00
Total program amount	\$150,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE**
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of



Exhibit B – Amendment #1

the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

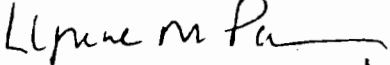
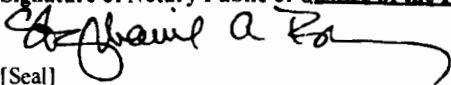
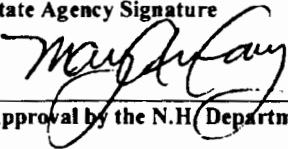
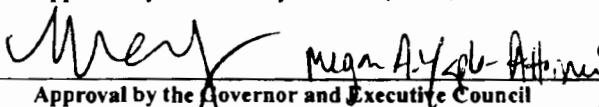
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name New Hampshire Legal Assistance		1.4 Contractor Address 117 North State Street Concord NH 03301	
1.5 Contractor Phone Number 603-206-2226	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lynne M. Parker, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merriamack</u> On <u>7/2/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] MCE 12/20/2015			
1.13.2 Name and Title of Notary or Justice of the Peace Stephanie A. Bray, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conway Associate Counsel	
1.16 Approval by the N.H. (Department of Administration, Division of Personnel (if applicable)) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: <u>7/3/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: LMP
Date: 7/2/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS) **unless restricted by state or federal law(s)**. 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human



Exhibit A

Services, Department of Health and Human Services, hereafter referred to as the State.

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State. Organizations that are prohibited by state or federal law from using HMIS must have a comparable data collection method that will enable them to collect non identifying information about persons served and outcomes which will allow them to meet state reporting requirements.
- 3.3.
- 3.4. The Contractor shall submit Other Reports as requested by the State.
- 3.5. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.



Exhibit A

- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,000.00
SFY17	not to exceed \$50,000.00

July 1, 2015 – June 30, 2017: not to exceed \$100,000.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services \$100,000.00

Total program amount \$100,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office of Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, *Improving Access to Services for persons with Limited English Proficiency*, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$2,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

7/2/15
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

7/2/15
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

7/2/15
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

LMP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/2/15
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

7/2/15
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

LMP

7/2/15



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

UMP

7/2/15



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
Mary Ann Cooney
 Signature of Authorized Representative
MARY ANN COONEY
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
7/17/15
 Date

New Hampshire Legal Assistance
 Name of the Contractor
Lynne M Pa
 Signature of Authorized Representative
Lynne M. Parker
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
7/2/15
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/2/15
Date

Lynne M. Parke
Name: Lynne M. Parke
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 112141080000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Horizons for New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 199 Manchester Street, PO Box 691, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$203,086 from \$609,258 to read: \$812,344
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: Christie Tappan
Title: Associate Commissioner

New Horizons for New Hampshire, Inc.

January 19, 2018
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on January 19, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ruth Syrek
Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst. / Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____
RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date


Name: Megan A. Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$203,086.00
SFY17	not to exceed \$203,086.00
SFY18	not to exceed \$203,086.00
SFY19	not to exceed \$203,086.00
July 1, 2015 – June 30, 2019:	not to exceed \$812,344.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$812,344.00
Total program amount	\$812,344.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- #### 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Horizons for New Hampshire

Budget Request for: State Grant In-Aid Funds

Budget Period: 07/01/2018 - 06/30/2019

1. Total Salary/Wages	\$ 400,585.00	\$ 28,600.00	\$ 429,185.00	\$ 262,710.00	\$ 28,600.00	\$ 291,310.00	\$ 137,875.00	\$ -	\$ 137,875.00
2. Employee Benefits	\$ 53,710.00	\$ 5,720.00	\$ 59,430.00	\$ 53,710.00	\$ 5,720.00	\$ 59,430.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 6,150.00	\$ -	\$ 6,150.00	\$ -	\$ -	\$ -	\$ 6,150.00	\$ -	\$ 6,150.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 575.00	\$ -	\$ 575.00	\$ -	\$ -	\$ -	\$ 575.00	\$ -	\$ 575.00
6. Travel	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
7. Occupancy	\$ 43,875.00	\$ -	\$ 43,875.00	\$ -	\$ -	\$ -	\$ 43,875.00	\$ -	\$ 43,875.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,162.00	\$ -	\$ 6,162.00	\$ 3,962.00	\$ -	\$ 3,962.00	\$ 2,200.00	\$ -	\$ 2,200.00
Postage	\$ 165.00	\$ -	\$ 165.00	\$ 165.00	\$ -	\$ 165.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,640.00	\$ -	\$ 2,640.00	\$ 2,640.00	\$ -	\$ 2,640.00	\$ -	\$ -	\$ -
Insurance	\$ 6,187.00	\$ -	\$ 6,187.00	\$ -	\$ -	\$ -	\$ 6,187.00	\$ -	\$ 6,187.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 34,300.00	\$ -	\$ 34,300.00	\$ 34,300.00	\$ -	\$ 34,300.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes	\$ 32,833.00	\$ -	\$ 32,833.00	\$ 32,833.00	\$ -	\$ 32,833.00	\$ -	\$ -	\$ -
Building Maintenance	\$ 6,124.00	\$ -	\$ 6,124.00	\$ -	\$ -	\$ -	\$ 6,124.00	\$ -	\$ 6,124.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 594,856.00	\$ 34,320.00	\$ 629,176.00	\$ 391,770.00	\$ 34,320.00	\$ 426,090.00	\$ 203,086.00	\$ -	\$ 203,086.00

Indirect As A Percent of Direct

5.8%

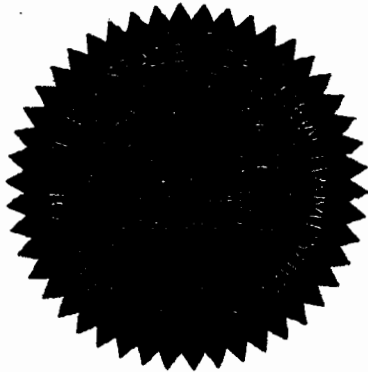
MB

Contractor Initials

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HORIZONS FOR NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed August 6, 1973. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Cassidy, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Horizon's for New Hampshire.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 6, 2018:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of April, 2018.
(Date Amendment Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David Cassidy - Co-Chair
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6 day of April, 2018.

By David Cassidy
(Name of Elected Officer of the Agency)

Ruth Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires: _____

CERTIFICATE OF VOTE

I, David Cassidy, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Horizons for New Hampshire.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on January 19, 2018:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19 day of January, 2018.
(Date Amendment Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David Cassidy - Co-Chair
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19 day of January, 2018.

By David Cassidy
(Name of Elected Officer of the Agency)

Ruth Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires: _____



SOUP KITCHEN • FOOD PANTRY • HOMELESS SHELTER

New Horizons for New Hampshire Mission Statement

To provide food and shelter to people in need and offer supportive services to achieve self sufficiency.

1999 Manchester Street, PO Box 691 • Manchester, New Hampshire 03105-0691
Telephone: (603) 668-1877 • Fax: (603) 668-2578
www.newhorizonsfornh.org • www.helpnewhorizons.org

Helping those in need to become self sufficient!

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Financial Statements

For the Year Ended June 30, 2016

(With Independent Auditors' Report Thereon)

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121 River Front Drive
Manchester, NH 03102
(603)669-6130
melansonheath.com

Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
New Horizons For New Hampshire, Inc.

We have audited the accompanying financial statements of New Horizons For New Hampshire, Inc. which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Horizons For New Hampshire, Inc. as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited New Horizons For New Hampshire, Inc.'s fiscal year 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 31, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Melanson Heath

February 16, 2017

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Financial Position

June 30, 2016

(With Comparative Totals as of June 30, 2015)

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
Current Assets:		
Cash and cash equivalents	\$ 182,379	\$ 248,516
Restricted cash	5,174	41,696
Accounts receivable	47,389	21,204
Prepaid expenses	13,676	9,446
Total Current Assets	<u>248,618</u>	<u>320,862</u>
Cash surrender value of life insurance	25,525	28,551
Investments	1,654,089	1,611,458
Property and equipment, net	<u>1,270,137</u>	<u>1,262,774</u>
TOTAL ASSETS	<u>\$ 3,198,369</u>	<u>\$ 3,223,645</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Accounts payable	\$ 23,889	\$ 23,191
Accrued payroll and related liabilities	38,713	35,743
Current portion of notes payable	22,977	22,669
Total Current Liabilities	<u>85,579</u>	<u>81,603</u>
Long Term Liabilities:		
Notes payable, net of current portion	<u>88,032</u>	<u>110,982</u>
Total Liabilities	173,611	192,585
Net Assets:		
Unrestricted	2,984,087	2,934,100
Temporarily restricted	15,671	71,960
Permanently restricted	25,000	25,000
Total Net Assets	<u>3,024,758</u>	<u>3,031,060</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,198,369</u>	<u>\$ 3,223,645</u>

The accompanying notes are an integral part of these financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Activities

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
<u>Unrestricted Net Assets:</u>		
Public Support and Revenue:		
Public Support:		
Grants	\$ 289,500	\$ 293,905
Contributions	596,814	470,940
In-kind contributions	858,113	832,043
Special events, net	343,658	417,978
Revenue:		
Interest and investment income	80,247	88,051
Unrealized gain (loss)	(43,828)	(24,544)
Gaming, net	78,777	73,125
Miscellaneous	35,571	15,184
Forgiveness of debt	-	56,250
Net assets released from restrictions	<u>100,715</u>	<u>155,003</u>
Total Public Support and Revenue	<u>2,339,567</u>	<u>2,377,935</u>
Expenses:		
Program Services:		
Shelter	465,459	439,668
Soup kitchen and food pantry	1,220,056	1,213,791
Other services	232,306	223,980
Supportive Services:		
Management and general	248,749	153,106
Fund raising	<u>123,010</u>	<u>127,570</u>
Total Expenses	<u>2,289,580</u>	<u>2,158,115</u>
Change in Unrestricted Net Assets	49,987	219,820
<u>Temporarily Restricted Net Assets:</u>		
Contributions	44,426	75,457
Net assets released from restrictions	<u>(100,715)</u>	<u>(155,003)</u>
Change in Temporarily Restricted Net Assets	<u>(56,289)</u>	<u>(79,546)</u>
Change in Net Assets	(6,302)	140,274
Net Assets, Beginning of Year	<u>3,031,060</u>	<u>2,890,786</u>
Net Assets, End of Year	<u>\$ 3,024,758</u>	<u>\$ 3,031,060</u>

The accompanying notes are an integral part of these financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2016

(With Comparative Totals For the Year Ended June 30, 2015)

	Program Services			Supportive Services		2016 Total	2015 Total
	Shelter	Soup Kitchen and Food Pantry	Other Services	Management and General	Fund Raising		
Advertising	\$ 477	\$ -	\$ -	\$ 25	\$ 75	\$ 577	\$ 155
Auto expense	-	3,359	115	-	-	3,474	4,264
Building repairs and maintenance	8,552	10,233	3,298	495	165	22,743	11,187
Dues, fees, and meetings	-	-	90	1,516	35	1,641	2,487
Employee benefits	27,617	14,723	22,462	21,667	933	87,402	81,609
Equipment repairs and maintenance	1,065	2,521	499	2,421	25	6,531	25,307
Food and supplies	-	961,227	-	-	-	961,227	921,474
Fund raising expense	-	-	-	-	8,783	8,783	-
Grant expense	-	-	1,245	-	-	1,245	12,110
Housing first	-	-	17,850	-	-	17,850	-
Insurance - general	3,508	7,405	3,897	3,484	195	18,489	17,272
Insurance - workers' compensation	10,599	4,221	4,189	5,167	2,487	26,663	19,161
Interest	-	-	-	1,949	-	1,949	2,524
Legal and accounting	-	-	-	9,180	-	9,180	11,451
Miscellaneous	2,190	979	-	15,048	-	18,217	7,104
Office expense	2,412	774	955	8,310	3,149	15,600	14,470
Payroll taxes	26,692	11,338	10,549	13,011	6,262	67,852	62,862
Postage	-	-	-	647	2,810	3,457	6,900
Printing	-	-	-	214	21,060	21,274	6,006
Salaries and wages	324,752	129,337	136,714	158,304	76,186	825,293	751,850
Supplies	8,413	21,382	6,394	2,587	151	38,927	39,402
Telephone and internet	4,094	2,441	1,685	1,531	63	9,814	9,564
Utilities	16,800	23,970	12,616	1,892	631	57,909	64,114
Total Expenses Before Depreciation	439,171	1,193,910	222,558	247,448	123,010	2,226,097	2,071,273
Depreciation	26,288	26,146	9,748	1,301	-	63,483	86,842
Total Functional Expenses	\$ 465,459	\$ 1,220,056	\$ 232,306	\$ 248,749	\$ 123,010	\$ 2,289,580	\$ 2,158,115

The accompanying notes are an integral part of these financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Cash Flows

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (6,302)	\$ 140,274
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	63,483	86,842
Unrealized (gain) loss	43,828	24,544
Loss on disposal of fixed asset	-	1,659
Donated investments	(3,995)	-
(Increase) Decrease In:		
Accounts receivable	(26,185)	(20,204)
Prepaid expenses	(4,230)	(289)
Increase (Decrease) In:		
Accounts payable	698	17,084
Accrued payroll and related liabilities	<u>2,971</u>	<u>(16,017)</u>
Net Cash Provided By Operating Activities	70,268	233,893
Cash Flows From Investing Activities:		
Purchases of investments	(79,439)	(88,294)
Purchase of fixed assets	<u>(70,846)</u>	<u>(72,036)</u>
Net Cash Used By Investing Activities	(150,285)	(160,330)
Cash Flows From Financing Activities:		
Repayments of note	(22,642)	(25,491)
Forgiveness of debt	<u>-</u>	<u>(56,250)</u>
Net Cash Used By Financing Activities	<u>(22,642)</u>	<u>(81,741)</u>
Net Change in Cash, Equivalents, and Restricted Cash	(102,659)	(8,178)
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>290,212</u>	<u>298,390</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	\$ <u><u>187,553</u></u>	\$ <u><u>290,212</u></u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	\$ <u><u>1,949</u></u>	\$ <u><u>2,524</u></u>

The accompanying notes are an integral part of these financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Notes to Financial Statements

1. Description of Organization

New Horizons For New Hampshire, Inc. (the Organization) is a nonprofit organization that provides emergency shelter, soup kitchen, food pantry, case management, and referral services to individuals in the southern New Hampshire area. The Organization impacts lives through the following service areas:

- *Shelter.* Available to homeless individuals 18 years and older, the emergency shelter dormitory accommodates up to 76 individuals per night, providing residents with a warm place to sleep. There are shower and laundry facilities on-site for resident use as well.
- *Soup Kitchen and Food Pantry.* Providing food for those in need. The Soup Kitchen serves breakfast for residents and dinner daily for any individual without restrictions. In fiscal year 2016, the Soup Kitchen provided 73,822 meals. The Food Pantry provides Manchester families access to prepacked groceries based on income and household occupancy. Choices of fresh fruits, vegetables, meats and bakery items are offered. In fiscal year 2016, the Food Pantry provided 11,588 food bags for impoverished individuals and families.

Management and general activities include functions necessary to provide support to the Organization's program activities. Management and general activities include those that provide governance (Board of Directors), oversight, business management, financial record keeping, budgeting, and similar activities that ensure an adequate working environment and an equitable employment program.

Fundraising activities include publicizing and conducting fundraising campaigns; maintaining donor lists; conducting special fundraising events; and other activities involved with soliciting contributions from corporations, foundations, individuals, and others.

2. Significant Accounting Policies

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America

(GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2015, from which the summarized information was derived.

Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to building projects, permanent endowment, or other long-term purposes are excluded from this definition.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Receivables

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2016, management believed all receivables to be collectable.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	7 – 40 years
Furniture, fixtures, and equipment	5 – 15 years
Vehicles	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily 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.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with the provisions of the agreements.

Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Income Taxes

New Horizons For New Hampshire, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after filing.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of 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, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash and money market accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are monitored by the Finance Committee of the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Finance Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most

advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- recurring measurement of investments (note 4).
- cash surrender value of life insurance (note 5).
- recurring measurement of notes payable (note 7).

The carrying amounts of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and accrued payroll and related liabilities, approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy. The carrying amount of

contributions receivable due in more than one year is based on the discounted net present value of the expected future cash receipts, and approximates fair value.

3. Restricted Cash

Restricted cash represents temporarily restricted net assets for the purchase of long-term assets.

4. Investments

Investments consist of the following at June 30, 2016:

<u>Investment Type</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>
Mutual funds	\$ 828,080	\$ 1,623,329	\$ -	\$ 1,623,329
Money market funds	4,558	4,558	-	4,558
U.S. common stocks	423	26,202	26,202	-
Total	<u>\$ 833,061</u>	<u>\$ 1,654,089</u>	<u>\$ 26,202</u>	<u>\$ 1,627,887</u>

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Organization's investments to interest rate fluctuations is as follows:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Investment Maturities (in Years)</u>				<u>N/A</u>
		<u>Less Than 1</u>	<u>1-5</u>	<u>6-10</u>	<u>More Than 10</u>	
Mutual funds	\$ 1,623,329	\$ -	\$ -	\$ -	\$ -	\$ 1,623,329
Money market funds	4,558	-	-	-	-	4,558
U.S. common stocks	26,202	-	-	-	-	26,202
Total	<u>\$ 1,654,089</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,654,089</u>

As discussed in Note 2 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 June 30, 2016. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. 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.

5. Cash Surrender Value of Life Insurance

The Organization is a beneficiary on two life insurance policies carried on a former Executive Director. At June 30, 2016 and 2015, the cash surrender value of these life insurance policies was \$25,525 and 28,551, respectively.

As discussed in Note 2 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 3 is for assets measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the asset. The estimated fair value of cash surrender value of life insurance at June 30, 2016 was \$25,525. The following is a summary of cash surrender value of life insurance Level 3 activity:

	Fair Value Measurement Using Significant Unobservable Inputs Level 3 Cash Surrender Value of Life Insurance
Beginning Balance, July 1, 2015	\$ 28,551
Additions	-
Reductions	(3,026)
Transfers in to level 3	-
Ending Balance, June 30, 2016	<u>\$ 25,525</u>

6. Property and Equipment

The following is a summary of property and equipment as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Land	\$ 421,730	\$ 421,730
Construction in progress	-	58,226
Buildings and improvements	2,147,660	2,048,091
Furniture, fixtures, and equipment	228,795	208,524
Vehicles	<u>63,044</u>	<u>63,044</u>
Subtotal	2,861,229	2,799,615
Less: accumulated depreciation	<u>(1,591,092)</u>	<u>(1,536,841)</u>
Total	<u>\$ 1,270,137</u>	<u>\$ 1,262,774</u>

7. Notes Payable

During fiscal year 2010, the Organization received a \$60,000 non-interest bearing Community Improvement Program note from the City of Manchester for capital improvements at the shelter. Principal payments of \$6,000 are due annually by October 1st over a ten-year term. Any principal amount remaining unpaid after the earlier of ten years from acceptable completion of construction or October 1, 2019 will be due and payable. The balance of this note was \$24,000 and \$30,000 at June 30, 2016 and 2015, respectively.

During fiscal year 2011, the Organization received a \$170,000 note from the New Hampshire Community Development Finance Authority for capital improvements at the shelter. This note has 0.0% interest for the first 18 months and then 2.0% interest for the remaining life of the note. This note is secured by a second mortgage on the 199 Manchester Street property. The balance of this note was \$87,009 and \$103,651 at June 30, 2016 and 2015, respectively.

The following is a summary of future payments on the previously mentioned long-term debt at June 30, 2016:

<u>Fiscal Year</u>	<u>Amount</u>
2017	\$ 22,977
2018	23,320
2019	23,670
2020	24,026
2021	<u>17,016</u>
Total	<u>\$ 111,009</u>

As discussed in Note 2 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 3 is for liabilities measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the liability. The estimated fair value of notes payable at June 30, 2016 was \$111,009. The following is a summary of notes payable Level 3 activity:

	Fair Value Measurement Using Significant Unobservable Inputs Level 3 <u>Notes Payable</u>
Beginning Balance, July 1, 2015	\$ 133,651
Additions	-
Reductions	(22,642)
Transfers in to level 3	-
Ending Balance, June 30, 2016	<u>\$ 111,009</u>

8. Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Alcohol and drug assistance	\$ 820	\$ 820
Alumni program	772	2,017
Backpacks	178	300
Bus passes	60	-
CD players	156	156
Culinary arts	2,691	2,691
Diapers and wipes	600	600
Food	-	9,272
Food cart	-	155
Food Pantry	-	7,769
Food pantry renovations	-	38,774
Minivan	5,000	-
Moving on	1,545	3,070
School supplies	620	620
Serving trays	260	-
Shelter beds	174	2,921
Shelter overflow	2,500	2,500
TV room makeover	52	52
Veterans	243	243
Total	<u>\$ 15,671</u>	<u>\$ 71,960</u>

Net assets are released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the other events specified by donors during the year.

Permanently restricted net assets represent a restricted donation from a private organization. Only the income generated from the principal can be used and, if at any time in the future the Soup Kitchen ceases operations, the principal must be returned to the donor.

9. In-Kind Contributions

In-kind contributions were received as follows during the years ended June 30, 2016 and 2015:

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total</u>
<u>June 30, 2016</u>				
Services	\$ 15,490	\$ -	\$ -	\$ 15,490
Food	769,763	-	-	769,763
Goods	<u>72,860</u>	<u>-</u>	<u>-</u>	<u>72,860</u>
Totals	\$ <u>858,113</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>858,113</u>
<u>June 30, 2015</u>				
Services	\$ 13,602	\$ -	\$ -	\$ 13,602
Food	730,806	-	-	730,806
Goods	<u>87,635</u>	<u>-</u>	<u>-</u>	<u>87,635</u>
Totals	\$ <u>832,043</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>832,043</u>

10. Supplemental Disclosures of Cash Flow Information

In fiscal year 2016, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year to include restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Statement of Financial Position that sum to the total of the same such amounts shown in the Statement of Cash Flows.

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 182,379	\$ 248,516
Restricted cash	<u>5,174</u>	<u>41,696</u>
Total cash, cash equivalents, and restricted cash shown in the Statement of Cash Flows	\$ <u>187,553</u>	\$ <u>290,212</u>

11. Related Party Transactions

During fiscal years 2016 and 2015, the Organization entered into transactions with a Board member's business. These transactions were reviewed and approved by the Board and performed in accordance with conflict of interest guidelines established by the New Hampshire Attorney General's Office.

12. Subsequent Events

Subsequent events have been evaluated through February 16, 2017, the date the financial statements were available to be issued.

13. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

**Families in Transition/New Horizons New Hampshire
Board of Directors**

Board of Directors

Dick Anagnost, Co -Chairperson
President, Anagnost Companies
Board member since 2018

David Cassidy, Co-Chairperson
Senior Vice President, Eastern Bank
Board member since 2018

Charla Bizios Stevens, Vice Chairperson
*Director, Litigation Department and Chair of Employment Law Practice Group
McLane Middleton, Professional Association Esquire*
Board member since 2018

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2018

Frank Saglio, Asst. Treasurer
Howe, Riley and Howe
Board member since 2018

Kristi Scarpone, Secretary
Corporate and Foundation Relations, First Robotics
Board member since 2018

Roy Tilsley, At Large
Bernstein Shur
Board member since 2018

Colleen Cone, At Large
Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018

Alison Hutcheson
Manager of Sales, Merchants Fleet Management
Board member since 2018

Mary Ann Aldrich

Clinical Director of Community Health, Dartmouth-Hitchcock Manchester
Board member since 2018

Helen Davies

Director of Community Relations, Southern New Hampshire University
Board member since 2018

Scott W. Ellison

Partner, COOK, LITTLE, ROSENBLATT & MANSON, pllc
Board member since 2018

AnnMarie French

Communications Manager, NH Fiscal Policy Institute
Board member since 2018

Brian Hansen

Team Engineering
Board member since 2018

Sarah Jacobs

University of New Hampshire at Manchester
Board member since 2018

Peter Kachavos

Market President, Village MD of New Hampshire
Board member since 2018

Tony Matos

CEO, Altos
Board member since 2018

Brian Mikol

Spectrum Marketing
Board member since 2018

Ryan Mulholland

Westbridge
Board member since 2018

Wayne McCormick, CFP

First Vice President- Investments, Wells Fargo Advisors
Board member since 2018

Jack Olson

Texas Instruments
Board member since 2018

Kitten Stearns

Realtor, Coldwell Banker Residential Brokerage

Board member since 2018

Peter Telge

Owner, Milly's Tavern

Board member since 2018

Heather Whitfield

Vice President, Commercial Lending, People's United Bank

Board member since 2018

Chief Nick Willard

Manchester Chief of Police

Board member since 2018

Stephanie Allain Savard, LICSW

Licensure and Education:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Professional Experience:

Chief Operating Officer, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

Counselor/Family Service Worker, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.
- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

Professional Affiliations and Volunteer Experience:

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

Awards & Professional Memberships:

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

Kevin J Kintner

[REDACTED]
[REDACTED]
[REDACTED] (603) [REDACTED]

Employment:

April 2008 – Present: Program Director New Horizons for NH Supervised the supportive services by overseeing the 14 case management and overnight shelter staff for both NHHH and Angies (a separate women's facility). Also, NHHH liaison with collaborative organizations and sit on statewide and local oversight committees and boards.

October 2010 - May 20, 2011: Interim Executive Director New Horizons for NH
199 Manchester St, Manchester, NH 668-1877 NHHH provides food and shelter to people in need and offers supportive services to achieve self sufficiency. I oversaw all facets of NHHH including 30 personnel, fiscal and check writing responsibilities, physical plant, and programmatic operations.

August 2004 – January 2007: Director of Operations
Good News Community Kitchen 7649 N. Paulina, Chicago, IL (773) 262 2297
GNCK is a non-profit serving anyone in need a hot, nutritious meal 365 days/year. I recruited, trained and supervised a staff of 7 and 10-15 volunteers daily, ordered supplies and equipment within budget and liaised with partnering organizations. Daily focused on maintaining a safe environment within the Kitchen at all times while 100 to 200 patrons were on the premises.

October 2002 – August 2004: Senior Milieu Manager
Inspiration Corporation 4554 N. Broadway, Chicago, IL (773) 878-0981
IC is a non-profit organization working with homeless men and women and those at risk of becoming homeless, to end homelessness with dignity and respect. Duties included observant and proactive interaction with clients; supervising volunteers; monitoring house rules during mealtimes and drop-in hours; working with case managers to help clients meet their goals.

Apr. 1998 – Sep. 2002: Executive Director
Illinois Peace Action (IPA) 226 S. Wabash, Chicago, IL (312) 566-9780
IPA is a non-profit grassroots lobbying organization with over 2000 individual members. Working on issues of peace and US foreign policy, I was responsible for all aspects of the organization: fiscal responsibility; issue campaigning and direct lobbying of elected officials; fundraising and membership interaction; organizing public events and coordinating volunteers.

1984 – April 1998: Environmental Activist
Oct. 1985 – Aug. 1997: Greenpeace (Nationwide Canada & USA) **Aug. 1997 – Apr. 1998: Citizens for a Better Environment (Chicago, IL), Earthroots (Toronto, ON)**
Duties included oversight management of as many as 18 offices with 350 employees; fundraising; budgetary oversight; grassroots lobbying; establishing new offices throughout America; designing, coordinating and leading public demonstrations and actions.

Education:

1982: Earned Bachelor of Fine Arts in painting from Buffalo State College, Buffalo, NY.

1984: Finished Master of Fine Arts at the University of Massachusetts, Amherst, MA.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephanie Savard	Chief Operating Officer	\$96,063	4%	\$3,842
Kevin Kintner	Program Director	\$59,715	100%	\$59,715
Tara Anderson	Program Manager - Angies	\$35,000	100%	\$35,000

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

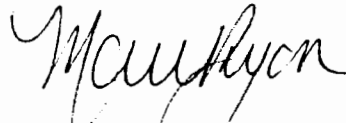
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

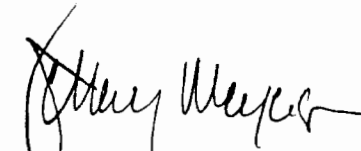
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/· (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

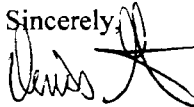
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.14

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Horizons for New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 199 Manchester Street, PO Box 691, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015 (Item#13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and


WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$203,086 from \$406,172 to read: \$609,258.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.


Date: 5/17/17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/17
Date

Margaret Ryan
Name: Margaret Ryan
Title: Director

New Horizons for New Hampshire, Inc.

5/15/17
Date

Charles S. Sherman
Name: Charles S. Sherman
Title: Executive Director

Acknowledgement of Contractor's signature:

State of _____, County of _____ on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]

Signature of Notary Public or Justice of the Peace

Joseph P. Moriarty
Name and Title of Notary or Justice of the Peace

My Commission Expires _____



[Signature]
Date: 5/18/17

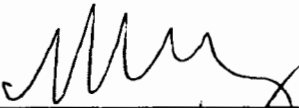


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/26/17



Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: 
Date: 5/15/17

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$203,086.00
SFY17	not to exceed \$203,086.00
SFY18	not to exceed \$203,086.00
July 1, 2015 – June 30, 2018:	not to exceed \$609,258.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$609,258.00
Total program amount	\$609,258.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE**

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

lv 13

5



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

10/21/15 #13

September 3, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive** agreement with New Horizons for New Hampshire, Inc. (Vendor # 175227-R001), 199 Manchester Street, Manchester NH 03103, for the State Grant-in-Aid Funds program, in an amount not to exceed \$406,172, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. This contract is funded with 100% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$203,086
2017	102-500731	Contracts for Program Services	\$203,086
			\$406,172

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because there was a delay in receiving the executed contract from the vendor. The purpose of this request is for the provision of emergency shelter services and related services to homeless individuals.

This agreement is one (1) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$406,172 of the total \$6,569,941 being funded. Twenty-five (23) of the contracts were previously approved by the Governor and Executive Council approval on the August 26, 2015 and two (2) contracts are anticipated to be scheduled for Governor and Executive Council approval on the September 16, 2015 meeting.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.


The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

RFP Name

RFP Number

Reviewer Names

1. Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Business Administrator IV
5. Program Planning and Review Specialist

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House (C)		205	180
2. CAP Belnap-Merrimack, Inc. (I)		205	137
3. Child and Family Services (I) Community Action Partnership of Stafford County (I)		205	196
4. Concord Coalition to end Homelessness (I)		205	177
6. Cross Roads House, Inc. (C) Families in Transition (Emergency Shelter)		205	198
7. Families in Transition (Emergency Shelter)		205	190
8. Families in Transition (Transitional Shelter)		205	191
9. Families in Transition		205	185
10. Families in Transition		205	188
11. Family Promise of Greater Nashua at Anne Marie House		205	90
12. Friend's Emergency Housing Program		205	162
13. Harbor Homes, Inc.		205	190
14. The Front Door, Inc.		205	109
15. Helping Hand's Outreach and Ministries		205	180
16. Laconia Area Community Land Trust		205	183
17. Marguerite's Place, Inc.		205	163
18. Merrimack Valley Assistance Program		205	110
19. My Friend's Place		205	157
20. Nashua Soup Kitchen and Shelter, Inc.		205	165
21. New Horizons		205	158
22. NH Coalition Against Domestic and Sexual Violence		205	174
23. NH Legal Assistance		205	175
24. Southern NH Services, Inc.		205	164
25. Southwestern Community Services, Inc.		205	181
26. The Front Door Agency, Inc.		205	177
27. The Salvation Army Cary House Homeless Shelter		205	139
28. The Salvation Army McKenna House		205	168
29. The Way Home		205	171
30. Tri-County Community Action Program, Inc.		205	152
31. Veteran's Inc.		205	180
32. The Way Home		205	196
33. Child and Family Services		205	190
34. Tri-County CAP - Prevention		205	109
35. Southwestern Comm Svcs		205	182
36. Headrest, Inc.		205	78
37. Bridge House (C)		205	180
38. Cross Roads House, Inc. (C)		205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population

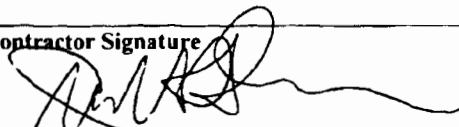
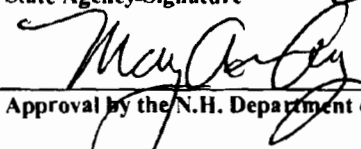
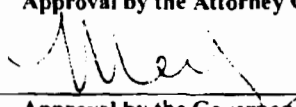
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Horizons for New Hampshire, Inc.		1.4 Contractor Address 199 Manchester Street PO Box 691 Manchester NH 03105	
1.5 Contractor Phone Number 603-668-1877	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$406,172
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles J. Shuman, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/3/15</u> before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed the document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Stacey Ellen Somogyi, Notary Public + J.P.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conroy Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Vadeboncoeur On: 10/1/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: _____
Date: 8/31/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

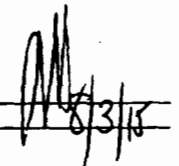
Handwritten signature and date: 11/3/15



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-in-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

[Handwritten Signature]
[Handwritten Date: 8/31/12]



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28 , 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

Date 8/3/15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

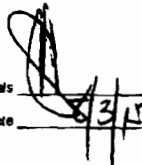

8/3/15



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$203,086.00
SFY17 not to exceed \$203,086.00

July 1, 2015 – June 30, 2017: not to exceed \$406,172.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services \$406,172.00
Total program amount \$406,172.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.


8/3/15



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.


8/3/15



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

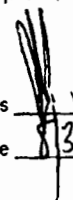
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8/31/14



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.


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New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

Date

[Handwritten Signature]
Date 8/31/15



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

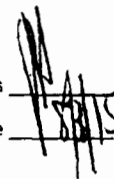
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following.

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
[Handwritten Date: 6/3/14]



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]
Date 8/3/15



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten signature]
[Handwritten date: 5/31/91]

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Date 8/3/15

Contractor Name:

Name: Charles S. Jermolov
Title: Executive Director

Contractor Initials

Date 8/3/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8/3/15
Date

Contractor Name:

Name: Charles S. Sherman
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

[Handwritten Signature]
Date *10/31/15*



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date 8/3/15

Contractor Name: [Signature]
Name: Charles S. Sherman
Title: Executive Director

Contractor Initials [Signature]
Date 8/3/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



8/3/14

Date

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

8/3/15
Date



Contractor Name: 
Name: Charles J. Shumway
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials


Date 8/3/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

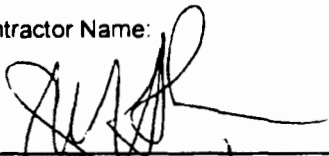
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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.

Date 8/3/15

Contractor Name:


Name: Charles S. Shuman
Title: Executive Director

Contractor Initials CS
Date 8/3/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
[Handwritten Date: 3/21/14]



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

8/3/15



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials: [Handwritten initials]
Date: [Handwritten date]



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

[Handwritten signature]
[Handwritten date: 3/15]



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>NH DHHS</u>	<u>New Horizons for New Hampshire</u>
The State	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Mary Ann Cooney</u>	<u>Charles S. Perman</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>9/15/15</u>	<u>August 3, 2015</u>
Date	Date

[Signature]
8/3/15



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

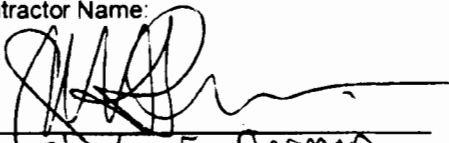
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


Date 8/3/15

Contractor Name:


Name: Charles J. Sherman
Title: Executive Director

Contractor Initials

Date


Date 8/3/15



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: 625076450
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

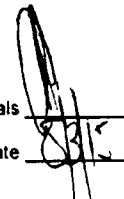
NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____





**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 40 Pine Street, PO Box 5040, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$78,894 from \$236,681 to read: \$315,575.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christi Tappan
Name: Christi Tappan
Title: Associate Commissioner

Southern New Hampshire Services, Inc.

January 16, 2018
Date

Donnalee Lozano
Name: Donnalee Lozano
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on Jan. 16, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Debra Stohrer
Signature of Notary Public or Justice of the Peace

Debra Stohrer, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: DEBRA D. STORER
Notary Public - New Hampshire
My Commission Expires November 18, 2020



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/16
Date

[Signature]
Name: Megan A. [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B-Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$78,894
SFY17	not to exceed \$78,893
SFY18	not to exceed \$78,894
SFY19	not to exceed \$78,894
July 1, 2015 – June 30, 2019:	not to exceed \$315,575.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$315,575.00
Total program amount	\$315,575.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B-Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

SC
1/16/18

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Southern New Hampshire Services									
Budget Request for: State Grant-In-Aid Funds									
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)									
1. Total Salary/Wages	\$ 80,000.00	\$ 7,520.00	\$ 87,520.00	\$ 40,000.00	\$ 3,760.00	\$ 43,760.00	\$ 40,000.00	\$ 3,760.00	\$ 43,760.00
2. Employee Benefits	\$ 24,500.00	\$ 2,304.00	\$ 26,804.00	\$ 12,250.00	\$ 1,152.00	\$ 13,402.00	\$ 12,250.00	\$ 1,152.00	\$ 13,402.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,156.00	\$ 108.00	\$ 1,264.00	\$ 578.00	\$ 54.00	\$ 632.00	\$ 578.00	\$ 54.00	\$ 632.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 42,200.00	\$ -	\$ 42,200.00	\$ 21,100.00	\$ -	\$ 21,100.00	\$ 21,100.00	\$ -	\$ 21,100.00
Assistance to Clients	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 147,856.00	\$ 9,932.00	\$ 157,788.00	\$ 73,928.00	\$ 4,966.00	\$ 78,894.00	\$ 73,928.00	\$ 4,966.00	\$ 78,894.00

Indirect As A Percent of Direct

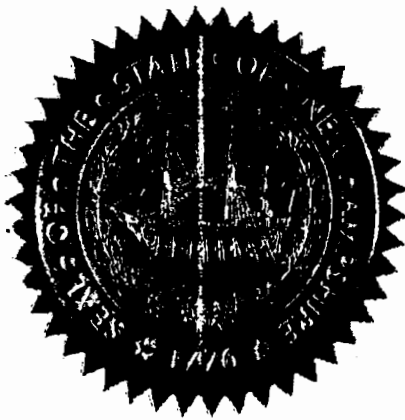
6.7%

Contractor Initials *DL*
Date *7/13/18*

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Orville Kerr, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 9, 2017
(Date)

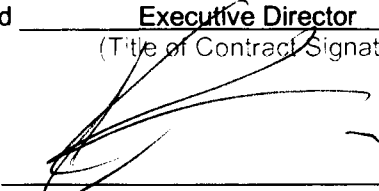
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 16th day of January, 2018.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of January, 2018.

By Orville Kerr
(Name of Elected Officer of the Agency)



Notary Public

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020
(NOTARY SEAL)

Commission Expires: _____

CERTIFICATE OF VOTE

I, Orville Kerr, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 9, 2017
(Date)

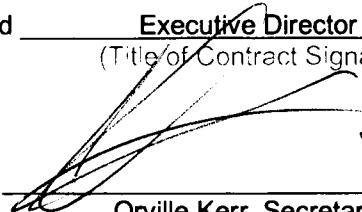
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 13th day of April, 2018.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.




Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13th day of April, 2018.

By Orville Kerr
(Name of Elected Officer of the Agency)



Notary Public

(NOTARY SEAL)

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis	PHONE (A/C, No, Ext): (866)841-4600	FAX (A/C, No): (603)622-4618
	E-MAIL ADDRESS: tdavis@cgbusinessinsurance.com		
INSURED Southern New Hampshire Services Inc PO Box 5040 Manchester NH 03108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Cincinnati Insurance Company	
	INSURER B:	Eastern Alliance Insurance Group	
	INSURER C:	Nautilus Insurance Company	
	INSURER D:	Philadelphia Insurance	
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

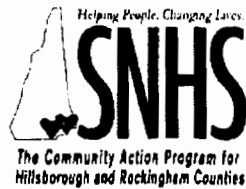
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Crime: 250,000 limit			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ETA0417260	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	01-0000112165-00	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liability			CPL2004475-15	01/23/2017	01/23/2018	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insurance:
Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1304210 Effective 12/2/2017-12/2/2018 \$1,000,000 Aggregate Limit.

CERTIFICATE HOLDER NH DHHS 129 Pleasant St Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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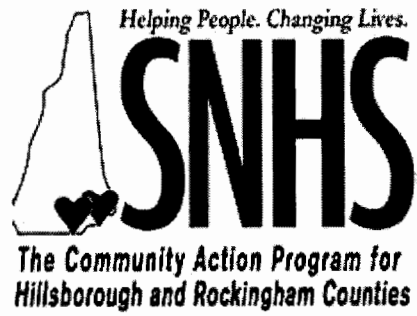
SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 66 towns and 2 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2017

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2017

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Financial Report	

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2017, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated January 19, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's combined financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliate's combined financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
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Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2017. Southern New Hampshire Services, Inc. and affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc. and affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and affiliate's compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2017.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. and affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc. and affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2017, and have issued our report thereon dated January 19, 2018, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2017

Federal Grantor Pass-Through Grantor <u>Program or Cluster Title</u>	Federal CFDA <u>Number</u>	Pass-Through Identifying <u>Number</u>	Subrecipient <u>Expenditures</u>	Federal <u>Expenditures</u>
<u>U.S. Department of Agriculture:</u>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	174NH703W1003		\$ 1,236,057
	10.557	SF2018-02(LA)		<u>104,467</u>
				1,340,524
Commodity Supplemental Food Program	10.565	174NH703W1003		127,693
	10.565	SF2018-02(LA)		<u>11,403</u>
				139,096
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			973,870
Summer Food Service Program for Children	10.559			<u>84,743</u>
				\$ 2,538,233
<u>U.S. Department of Housing and Urban Development:</u>				
<i>Direct Program</i>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249			\$ 370,587
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E16-DC-33-0001		73,361
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900			8,429
<i>Pass-Through the City of Nashua, NH</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	NHLB0574-14		<u>70,621</u>
				\$ 522,998
Total U.S. Department of Housing and Urban Development				\$ <u>522,998</u>
Subtotal				\$ <u>3,061,231</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

(Continued)

YEAR ENDED JULY 31, 2017

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward				\$ <u>3,061,231</u>
<u>U.S. Department of Labor:</u>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<u>WIOA Cluster</u>				
WIA/WIOA Adult Program	17.258	02-6000618	\$ 314,717	\$ 1,709,991
	17.258			<u>108,584</u>
				1,818,575
WIA/WIOA – Dislocated Worker Formula Grants	17.278	02-6000618	<u>143,780</u>	1,269,980
	17.278			<u>127,937</u>
				<u>1,397,917</u>
Total WIOA Cluster			<u>458,497</u>	<u>3,216,492</u>
WIOA National Dislocated Worker Grants / WIA National Emergency Grants	17.277	02-6000618	438,038	1,859,302
	17.277			<u>177,016</u>
				<u>2,036,318</u>
Total U.S. Department of Labor			\$ <u>896,535</u>	\$ <u>5,252,810</u>
<u>U.S. Department of Energy:</u>				
<i>Pass-Through State of New Hampshire Governor's Office Office of Planning</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0006169		\$ 432,025
Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128			<u>11,325</u>
Total U.S. Department of Energy				\$ <u>443,350</u>
<u>U.S. Department of Education:</u>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education – Basic Grants to States	84.002	67011-ABE		\$ <u>40,349</u>
Total U.S. Department of Education				\$ <u>40,349</u>
<u>Corporation for National and Community Services:</u>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	14SRANH003		\$ 107,870
	94.002	17SRANH003		<u>40,805</u>
Total Corporation for National and Community Services				\$ <u>148,675</u>
Subtotal			\$ <u>896,535</u>	\$ <u>8,946,415</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
(Continued)**

YEAR ENDED JULY 31, 2017

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ <u>896,535</u>	\$ <u>8,946,415</u>
<u>U.S. Department of Health and Human Services:</u>				
<i>Direct Program</i>				
Head Start	93.600	01CH2057/04		\$ 5,775,184
	93.600	01HP0009/02		<u>275,352</u>
				6,050,536
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>				
Low-Income Home Energy Assistance	93.568	G-16BINHLIEA		229,750
	93.568	G-17BINHLIEA		<u>7,217,345</u>
				7,447,095
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	15AANHT3SP		14,515
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>				
Temporary Assistance for Needy Families	93.558	2016G996115	\$ 849,733	2,569,065
	93.558	2017G996115		<u>212,927</u>
			<u>849,733</u>	<u>2,781,992</u>
Community Services Block Grant	93.569	G-16BINHCOSR		1,312,992
Community Services Block Grant – Discretionary Awards	93.570	G-16BINHCOSR		68,043
<u>CCDF Cluster</u>				
Child Care and Development Block Grant	93.575	2016G996005		896,722
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2016G999004		<u>888,195</u>
Total CCDF Cluster				1,784,917
<i>Pass-Through Manchester Community Health</i>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	1H79SM061289		<u>59,879</u>
Total U.S. Department of Health and Human Services			\$ <u>849,733</u>	\$ <u>19,519,969</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ <u>1,746,268</u>	\$ <u>28,466,384</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2017

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3: HEAD START PROGRAMS CFDA #93.600

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2017.

NOTE 4: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.1% with the Department of Health and Human Services.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2017

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:
Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:
Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

Type of auditor's report issued on compliance
for major programs: Unmodified

Any audit findings disclosed that are required
to be reported in accordance with CFR Section
200.156(a) of the Uniform Guidance? Yes No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557
Temporary Assistance for Needy Families	93.558
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between
Type A and Type B programs: \$853,992

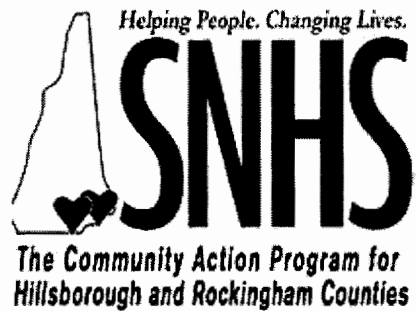
Auditee qualified as low-risk auditee? Yes No

Section II Financial Statement Findings

No matters are reportable.

Section III Federal Award Findings and Questioned Costs

No matters are reportable.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2017 AND 2016

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2017 AND 2016

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2017 and 2016, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate, as of July 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated January 19, 2018 on our consideration of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2017 AND 2016

<i>ASSETS</i>		
	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 5,889,396	\$ 6,057,093
Investments	8,375,305	6,352,626
Contracts receivable	3,790,824	3,415,218
Accounts receivable	590,607	636,656
Prepaid expenses	75,410	108,101
Under applied overhead	113,924	67,158
Total current assets	<u>18,835,466</u>	<u>16,636,852</u>
FIXED ASSETS		
Land	2,313,783	2,318,782
Buildings and improvements	10,429,907	10,426,659
Vehicles and equipment	1,285,271	1,275,367
Total fixed assets	<u>14,028,961</u>	<u>14,020,808</u>
Less - accumulated depreciation	4,720,487	4,516,633
Net fixed assets	<u>9,308,474</u>	<u>9,504,175</u>
OTHER ASSETS		
Restricted cash	<u>211,188</u>	<u>190,201</u>
TOTAL ASSETS	<u><u>\$ 28,355,128</u></u>	<u><u>\$ 26,331,228</u></u>
<i>LIABILITIES AND NET ASSETS</i>		
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 121,437	\$ 119,080
Accounts payable	471,715	544,344
Accrued payroll and payroll taxes	1,330,368	974,989
Accrued compensated absences	326,281	498,403
Accrued other liabilities	347,332	211,737
Refundable advances	1,137,688	1,316,308
Tenant security deposits	68,705	62,654
Total current liabilities	<u>3,803,526</u>	<u>3,727,515</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	<u>2,330,118</u>	<u>2,440,409</u>
TOTAL LIABILITIES	<u>6,133,644</u>	<u>6,167,924</u>
NET ASSETS		
Unrestricted	<u>22,221,484</u>	<u>20,163,304</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 28,355,128</u></u>	<u><u>\$ 26,331,228</u></u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2017 AND 2016

	<i>2017</i>	<i>2016</i>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 33,840,476	\$ 33,036,202
Program service fees	1,011,973	977,289
Local funding	352,618	337,540
Rental income	945,056	637,038
Gifts and contributions	207,972	1,084,502
Interest and dividend income	262,258	305,297
Unrealized gain (loss) on investments	761,151	(195,356)
Miscellaneous	633,151	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	38,014,655	36,955,364
EXPENSES		
Program services:		
Child development	7,698,835	7,592,134
Community services	1,504,282	1,584,465
Economic and workforce development	8,549,808	7,490,754
Energy	10,052,962	10,350,805
Language and literacy	344,985	293,600
Housing and homeless	181,366	183,374
Nutrition and health	2,390,236	2,400,554
Special projects	1,455,860	1,417,406
Volunteer services	158,879	125,312
SNHS Management Corporation	1,852,665	1,360,675
Total program services	34,189,878	32,799,079
Support services:		
Management and general	1,766,597	1,923,341
TOTAL EXPENSES	35,956,475	34,722,420
CHANGE IN NET ASSETS	2,058,180	2,232,944
NET ASSETS - BEGINNING OF YEAR	20,163,304	17,930,360
NET ASSETS - END OF YEAR	\$ 22,221,484	\$ 20,163,304

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2017

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	\$ 4,532,497	\$ 988,728	\$ 2,598,061	\$ 1,479,819	\$ 205,774	\$ 57,390	\$ 929,574
Payroll taxes	427,513	85,055	230,382	137,652	21,760	5,070	87,625
Fringe benefits	1,056,679	142,258	381,689	277,583	13,620	12,219	182,882
Workers comp. insurance	133,004	12,323	8,425	18,616	673	201	37,044
Retirement benefits	239,765	84,534	148,790	84,574	6,106	3,822	49,817
Consultant and contractual	73,596	37,906	1,764,803	1,278,715	16,772	233	24,513
Travel and transportation	80,939	24,323	72,239	47,177	751	2,583	47,155
Conferences and meetings	2,400	13,084	4,260	11,996	-	120	9,234
Occupancy	460,887	52,314	719,547	126,782	19,846	1,020	74,295
Advertising	14,820	2,535	31,291	1,335	50	-	75
Supplies	280,149	15,572	39,851	66,519	26,550	316	74,548
Equip. rentals and maintenance	13,830	6,236	27,993	20,144	1,378	-	24,174
Insurance	17,289	24,992	6,224	13,296	-	-	7,479
Telephone	63,288	14,783	50,377	19,759	1,591	538	42,705
Postage	2,936	339	1,626	31,484	249	16	3,473
Printing and publications	6,182	1,454	-	340	939	-	-
Subscriptions	-	1,769	-	-	-	-	-
Program support	559	20,105	-	32,990	8,588	-	7,270
Interest	11,952	-	-	-	-	-	-
Depreciation	42,373	3,666	7,443	14,269	4,341	-	2,146
Assistance to clients	7,800	-	2,443,026	6,409,725	-	97,838	515,249
Other direct expense	218,504	1,177	57,405	4,973	-	-	276,215
Miscellaneous	57,369	303	572	1,571	13,458	-	2,623
In-kind	2,636,675	-	-	-	-	-	-
(Gain) Loss on disposal of assets	-	-	-	1,971	2,539	-	-
SUBTOTAL	10,381,006	1,533,456	8,594,004	10,081,290	344,985	181,366	2,398,096
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,682,171)	(29,174)	(44,196)	(28,328)	-	-	(7,860)
TOTAL EXPENSES	\$ 7,698,835	\$ 1,504,282	\$ 8,549,808	\$ 10,052,962	\$ 344,985	\$ 181,366	\$ 2,390,236

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2017

	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
EXPENSES						
Payroll	\$ 42,757	\$ 86,401	\$ 99,305	\$ 11,020,306	\$ 1,239,055	\$ 12,259,361
Payroll taxes	3,963	7,879	27,908	1,034,807	105,184	1,139,991
Fringe benefits	1,929	15,102	64,008	2,147,969	157,709	2,305,678
Workers comp. insurance	2,237	281	5,461	218,265	5,085	223,350
Retirement benefits	1,871	4,448	21,647	645,374	118,221	763,595
Consultant and contractual	1,324,546	561	166,121	4,687,766	85,022	4,772,788
Travel and transportation	1,692	2,414	57,092	336,365	8,535	344,900
Conferences and meetings	3,829	1,454	18,790	65,167	1,080	66,247
Occupancy	13,883	-	415,064	1,883,638	22,016	1,905,654
Advertising	25	467	2,712	53,310	50	53,360
Supplies	1,018	14,709	9,292	528,524	39,789	568,313
Equip. rentals and maintenance	1,301	236	17,935	113,227	2,116	115,343
Insurance	541	1,226	29,070	100,117	10,999	111,116
Telephone	2,935	1,368	16,575	213,919	7,809	221,728
Postage	18	560	980	41,681	16,595	58,276
Printing and publications	-	-	996	9,911	38	9,949
Subscriptions	-	768	317	2,854	-	2,854
Program support	47,726	-	367,931	485,169	-	485,169
Interest	-	-	39,429	51,381	-	51,381
Depreciation	10,810	-	331,535	416,583	536	417,119
Assistance to clients	-	-	29,547	9,503,185	-	9,503,185
Other direct expense	-	987	4,506	563,767	1,086	564,853
Miscellaneous	364	20,018	66,235	162,513	1,484	163,997
In-kind	-	-	-	2,636,675	-	2,636,675
(Gain) Loss on disposal of assets	(5,585)	-	50,760	49,685	-	49,685
SUBTOTAL	1,455,860	158,879	1,843,216	36,972,158	1,822,409	38,794,567
Over applied indirect costs	-	-	9,449	9,449	(55,812)	(46,363)
Eliminations	-	-	-	(2,791,729)	-	(2,791,729)
TOTAL EXPENSES	\$ 1,455,860	\$ 158,879	\$ 1,852,665	\$ 34,189,878	\$ 1,766,597	\$ 35,956,475

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2016

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,393,675	\$ 1,008,896	\$ 2,465,911	\$ 1,495,775	\$ 185,433	\$ 61,599	\$ 911,371
Payroll taxes	457,034	92,208	230,637	152,666	21,425	6,530	94,200
Fringe benefits	1,017,685	142,446	381,606	292,939	8,905	8,215	186,659
Workers comp. insurance	98,563	10,512	7,610	12,840	1,983	201	26,662
Retirement benefits	242,908	88,027	133,881	91,134	6,104	3,364	55,155
Consultant and contractual	77,978	30,527	1,821,388	1,012,459	9,362	244	18,604
Travel and transportation	94,819	27,683	67,837	36,691	712	2,815	47,311
Conferences and meetings	1,800	28,508	468	9,868	-	-	5,831
Occupancy	471,873	50,009	752,749	122,768	16,292	1,018	79,861
Advertising	9,686	85	13,877	100	75	-	925
Supplies	224,072	18,667	32,442	61,730	6,908	824	77,550
Equip. rentals and maintenance	49,560	1,883	14,661	20,747	3,147	-	11,866
Insurance	14,508	32,136	7,139	10,311	-	-	5,898
Telephone	77,510	18,872	53,133	30,636	1,628	654	44,349
Postage	5,672	826	1,956	34,457	98	49	4,103
Printing and publications	5,307	2,541	-	654	815	-	-
Subscriptions	-	1,636	-	60	-	-	-
Program support	-	16,028	-	-	7,913	-	-
Interest	12,879	-	-	-	-	-	-
Depreciation	35,687	2,708	7,442	12,740	5,621	-	2,146
Assistance to clients	11,922	-	1,402,885	6,940,422	1,996	97,713	488,308
Other direct expense	222,179	10,004	94,866	10,187	-	99	332,467
Miscellaneous	66,817	263	266	1,621	15,183	49	7,288
In-kind	2,173,671	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	9,765,805	1,584,465	7,490,754	10,350,805	293,600	183,374	2,400,554
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,173,671)	-	-	-	-	-	-
TOTAL EXPENSES	\$ 7,592,134	\$ 1,584,465	\$ 7,490,754	\$ 10,350,805	\$ 293,600	\$ 183,374	\$ 2,400,554

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2016

	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
EXPENSES						
Payroll	\$ 57,216	\$ 69,159	\$ 294,401	\$10,943,436	\$ 1,164,602	\$12,108,038
Payroll taxes	6,332	6,670	28,695	1,096,397	97,248	1,193,645
Fringe benefits	5,600	14,078	70,574	2,128,707	134,933	2,263,640
Workers comp. insurance	2,248	218	5,651	166,488	6,100	172,588
Retirement benefits	3,574	4,322	23,526	651,995	104,995	756,990
Consultant and contractual	1,291,754	325	113,953	4,376,594	78,564	4,455,158
Travel and transportation	3,621	2,590	72,154	356,233	14,023	370,256
Conferences and meetings	1,744	270	42,765	91,254	253	91,507
Occupancy	13,844	-	229,243	1,737,657	25,306	1,762,963
Advertising	690	2,463	408	28,309	-	28,309
Supplies	1,569	4,564	12,679	441,005	41,213	482,218
Equip. rentals and maintenance	271	292	12,532	114,959	1,578	116,537
Insurance	-	1,169	19,709	90,870	10,412	101,282
Telephone	2,887	2,447	10,053	242,169	10,850	253,019
Postage	62	582	977	48,782	18,062	66,844
Printing and publications	-	130	466	9,913	-	9,913
Subscriptions	-	-	40	1,736	-	1,736
Program support	4,053	-	35,563	63,557	-	63,557
Interest	-	-	34,555	47,434	-	47,434
Depreciation	699	-	271,369	338,412	536	338,948
Assistance to clients	16,920	-	34,988	8,995,154	-	8,995,154
Other direct expense	3,600	2,282	1,250	676,934	1,102	678,036
Miscellaneous	722	13,751	34,916	140,876	989	141,865
In-kind	-	-	-	2,173,671	-	2,173,671
Loss on disposal of assets	-	-	-	-	-	-
SUBTOTAL	1,417,406	125,312	1,350,467	34,962,542	1,710,766	36,673,308
Over applied indirect costs	-	-	10,208	10,208	212,575	222,783
Eliminations	-	-	-	(2,173,671)	-	(2,173,671)
TOTAL EXPENSES	\$ 1,417,406	\$ 125,312	\$ 1,360,675	\$32,799,079	\$ 1,923,341	\$34,722,420

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 2,058,180	\$ 2,232,944
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	417,119	338,948
Gain on disposal of assets	49,685	-
Donation of low-income housing projects	-	(833,080)
Unrealized (gain) loss on investments	(761,151)	195,356
(Increase) decrease operating assets:		
Contracts receivable (net)	(375,606)	(286,476)
Accounts receivable (net)	46,049	355,656
Prepaid expenses	32,691	(50,334)
Under applied overhead	(46,766)	222,787
Increase (decrease) in operating liabilities:		
Accounts payable	(72,629)	101,906
Accrued payroll and payroll taxes	355,379	(11,712)
Accrued comp. absences	(172,122)	(148,628)
Accrued other liabilities	135,595	(161,252)
Refundable advances	(178,620)	(48,247)
Tenant security deposits	6,051	(2,396)
Total adjustments	<u>(564,325)</u>	<u>(327,472)</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>1,493,855</u>	<u>1,905,472</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(290,188)	(1,795,586)
Proceeds from sale of fixed assets	19,085	-
Purchase of investments, reinvested dividends, and capital gains	(1,261,528)	(304,954)
Deposit to restricted cash accounts	(20,987)	(152,559)
Cash received on acquisition of housing projects	-	452,033
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(1,553,618)</u>	<u>(1,801,066)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	<u>(107,934)</u>	<u>(100,091)</u>
CHANGE IN CASH AND CASH EQUIVALENTS	(167,697)	4,315
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>6,057,093</u>	<u>6,052,778</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 5,889,396</u>	<u>\$ 6,057,093</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED JULY 31, 2017 AND 2016

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

	<i>2017</i>	<i>2016</i>
Cash paid during the year for interest	\$ 51,381	\$ 47,434
Noncash investing and financing activities:		
Acquisition of low-income housing projects:		
Other current assets	\$ -	\$ 7,812
Property and equipment	-	1,955,100
Current liabilities	-	(56,739)
Notes payable	-	(1,387,571)
Previous equity investment	-	(137,555)
Equity acquired	-	(833,080)
	-	(452,033)
Cash received on acquisition	-	452,033
	\$ -	\$ -

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2017 AND 2016

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. (SNHS) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2017 and 2016.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2017 AND 2016

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Current Vulnerabilities Due to Certain Concentrations

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at this time.

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2017 and 2016.

Revenue Recognition

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Federal and state grant revenue comprised approximately 89% of total revenue in the fiscal years ended July 31, 2017 and 2016.

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2017 and 2016 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2017 AND 2016

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fixed Assets

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2017 and 2016 was \$417,119 and \$338,948, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Functional Allocation of Expenses

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

Subsequent Events

Management has made an evaluation of subsequent events through January 19, 2018, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

Reclassifications

Certain reclassifications have been made to the 2016 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

- Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:
- Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets;
 - Inputs other than quoted prices that are observable for the asset or liability;
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2017 and 2016.

Mutual Funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2017 and 2016:

	<u>2017</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,375,305</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$8,375,305</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2017 AND 2016

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

	<u>2016</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	\$6,352,626	\$ _____ -	\$ _____ -	\$6,352,626

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2017</u>			<u>2016</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>
Mutual Funds	<u>\$6,268,825</u>	<u>\$8,375,305</u>	<u>\$2,106,480</u>	<u>\$5,007,298</u>	<u>\$6,352,626</u>	<u>\$1,345,328</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2017</u>	<u>2016</u>
Fair Value – Beginning of Year	\$6,352,626	\$6,243,028
Dividends and Capital Gains	261,528	304,954
Purchases	1,000,000	-
Unrealized Gains (Losses)	<u>761,151</u>	<u>(195,356)</u>
Fair Value – End of Year	<u>\$8,375,305</u>	<u>\$6,352,626</u>

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2017</u>	<u>2016</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	<u>282,669</u>	<u>304,669</u>
Subtotal	<u>\$ 293,944</u>	<u>\$ 315,944</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2017</u>	<u>2016</u>
<u>Subtotal Carried Forward</u>	<u>\$ 293,944</u>	<u>\$ 315,944</u>
<u>SNHS Management Corporation</u>		
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	212,084	217,571
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	45,872	74,954
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2021. Interest is at 3.982% and 3.246% at July 31, 2017 and 2016.	120,200	151,556
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	<u>439,455</u>	<u>459,464</u>
	<u>2,451,555</u>	<u>2,559,489</u>
Less: Current Portion	<u>121,437</u>	<u>119,080</u>
Long-term debt, net of current portion	<u>\$ 2,330,118</u>	<u>\$ 2,440,409</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities of long-term debt are as follows:

2018	\$ 121,437
2019	97,017
2020	82,794
2021	273,770
2022	32,586
Thereafter	<u>1,843,951</u>
Total	<u>\$ 2,451,555</u>

NOTE 6: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2017 and 2016 equaled \$678,755 and \$741,027, respectively. The leases expire at various times through October 2020. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2017:

2018	\$ 561,286
2019	295,725
2020	35,267
2021	<u>8,881</u>
Total	<u>\$ 901,159</u>

NOTE 7: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2017 and 2016 was \$763,595 and \$756,990, respectively.

NOTE 8: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFa, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2017 and 2016. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The current unforgiven principal amount at July 31, 2017 and 2016 is \$680,000 and \$720,000, respectively. The note repayment is accelerated if the units fall out of compliance.

J. Brown Homestead Property

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by SNHS. As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

J. Brown Homestead Property (Continued)

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principal or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2017 and 2016 is \$90,663 and \$120,884, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

NOTE 10: ACQUISITIONS OF LOW-INCOME HOUSING PROJECTS

During 2016, SNHS Management Corporation acquired J.B. Milette Limited Partnership (Milette Manor), located in Nashua, NH and Epping Senior Housing Associates Limited Partnership (Whispering Pines), located in Epping, NH. SNHS Management Corporation obtained the project operations and assumed all assets, liabilities, debt and equity for both projects at fair market value. The acquisition and allocation of both projects was as follows:

	<u>Milette Manor</u>	<u>Whispering Pines II</u>	<u>Total</u>
Cash	\$ 264,763	\$ 187,270	\$ 452,033
Other Current Assets	-	7,812	7,812
Property and Equipment	1,238,400	716,700	1,955,100
Current Liabilities	(16,148)	(40,591)	(56,739)
Notes Payable	(1,170,000)	(217,571)	(1,387,571)
Previous Equity Investment	-	(137,555)	(137,555)
Equity Acquired (Contribution)	<u>(317,015)</u>	<u>(516,065)</u>	<u>(833,080)</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the year ended July 31, 2017, and have issued our report thereon dated January 19, 2018, which contained an unmodified opinion on those combined financial statements. Our audit was performed for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 20-21), schedules of revenues and expenses – by contract (pages 23-37), required by the State of New Hampshire Governor's Office of Energy and Community Services and the financial statements and financial information for Whispering Pines II (pages 28-33), required by the New Hampshire Housing Finance Authority are presented for the purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2017

	SNHS Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 335,605	\$ 5,553,791	\$ 5,889,396	\$ -	\$ 5,889,396
Investments	-	8,375,305	8,375,305	-	8,375,305
Contracts receivable	3,739,387	51,437	3,790,824	-	3,790,824
Accounts receivable	-	590,607	590,607	-	590,607
Prepaid expenses	44,626	30,784	75,410	-	75,410
Under applied overhead	113,924	-	113,924	-	113,924
Due from other corporations	1,039,956	(778,251)	261,705	(261,705)	-
Total current assets	<u>5,273,498</u>	<u>13,823,673</u>	<u>19,097,171</u>	<u>(261,705)</u>	<u>18,835,466</u>
FIXED ASSETS					
Land	219,849	2,093,934	2,313,783	-	2,313,783
Buildings and improvements	1,521,873	8,908,034	10,429,907	-	10,429,907
Vehicles and equipment	949,133	336,138	1,285,271	-	1,285,271
Total fixed assets	<u>2,690,855</u>	<u>11,338,106</u>	<u>14,028,961</u>	<u>-</u>	<u>14,028,961</u>
Less - accumulated depreciation	<u>1,309,546</u>	<u>3,410,941</u>	<u>4,720,487</u>	<u>-</u>	<u>4,720,487</u>
Net fixed assets	<u>1,381,309</u>	<u>7,927,165</u>	<u>9,308,474</u>	<u>-</u>	<u>9,308,474</u>
OTHER ASSETS					
Restricted cash	28,547	182,641	211,188	-	211,188
Total other assets	<u>28,547</u>	<u>182,641</u>	<u>211,188</u>	<u>-</u>	<u>211,188</u>
TOTAL ASSETS	<u>\$ 6,683,354</u>	<u>\$ 21,933,479</u>	<u>\$ 28,616,833</u>	<u>\$ (261,705)</u>	<u>\$ 28,355,128</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 88,162	\$ 121,437	\$ -	\$ 121,437
Accounts payable	450,451	21,264	471,715	-	471,715
Accrued payroll and payroll taxes	533,976	796,392	1,330,368	-	1,330,368
Accrued compensated absences	-	326,281	326,281	-	326,281
Accrued other liabilities	325,291	22,041	347,332	-	347,332
Refundable advances	1,126,910	10,778	1,137,688	-	1,137,688
Tenant security deposits	26,764	41,941	68,705	-	68,705
Due to other corporations	141,531	120,174	261,705	(261,705)	-
Total current liabilities	<u>2,638,198</u>	<u>1,427,033</u>	<u>4,065,231</u>	<u>(261,705)</u>	<u>3,803,526</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	260,669	2,069,449	2,330,118	-	2,330,118
Total long-term liabilities	<u>260,669</u>	<u>2,069,449</u>	<u>2,330,118</u>	<u>-</u>	<u>2,330,118</u>
TOTAL LIABILITIES	<u>2,898,867</u>	<u>3,496,482</u>	<u>6,395,349</u>	<u>(261,705)</u>	<u>6,133,644</u>
NET ASSETS					
Unrestricted	3,784,487	18,436,997	22,221,484	-	22,221,484
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,683,354</u>	<u>\$ 21,933,479</u>	<u>\$ 28,616,833</u>	<u>\$ (261,705)</u>	<u>\$ 28,355,128</u>

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2017

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,858,322	\$ -	\$ 33,858,322	\$ (17,846)	\$ 33,840,476
Program service fees	69,055	942,918	1,011,973	-	1,011,973
Local funding	70,621	281,997	352,618	-	352,618
Rental income	-	945,056	945,056	-	945,056
Gifts and contributions	200,015	7,957	207,972	-	207,972
Interest Income	123	262,135	262,258	-	262,258
Unrealized gain on investments	-	761,151	761,151	-	761,151
In-kind	2,636,675	-	2,636,675	(2,636,675)	-
Miscellaneous	461,017	309,342	770,359	(137,208)	633,151
TOTAL REVENUES, GAINS AND OTHER SUPPORT	37,295,828	3,510,556	40,806,384	(2,791,729)	38,014,655
EXPENSES					
Program services:					
Child Development	10,381,006	-	10,381,006	(2,682,171)	7,698,835
Community Services	1,533,456	-	1,533,456	(29,174)	1,504,282
Economic and Workforce Dev.	8,594,004	-	8,594,004	(44,196)	8,549,808
Energy	10,081,290	-	10,081,290	(28,328)	10,052,962
Language and Literacy	344,985	-	344,985	-	344,985
Housing and Homeless	181,366	-	181,366	-	181,366
Nutrition and Health	2,398,096	-	2,398,096	(7,860)	2,390,236
Special Projects	1,455,860	-	1,455,860	-	1,455,860
Volunteer Services	158,879	-	158,879	-	158,879
SNHS Management Corporation	-	1,852,665	1,852,665	-	1,852,665
Total program services	35,128,942	1,852,665	36,981,607	(2,791,729)	34,189,878
Support services:					
Management and general	1,766,597	-	1,766,597	-	1,766,597
TOTAL EXPENSES	36,895,539	1,852,665	38,748,204	(2,791,729)	35,956,475
CHANGE IN NET ASSETS	400,289	1,657,891	2,058,180	-	2,058,180
NET ASSETS - BEGINNING OF YEAR	3,384,198	16,779,106	20,163,304	-	20,163,304
NET ASSETS - END OF YEAR	\$ 3,784,487	\$ 18,436,997	\$ 22,221,484	\$ -	\$ 22,221,484

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services

Headstart Program

For the Period

August 1, 2016 to July 31, 2017

Fund # 305

REVENUES

Program funding	\$ 4,452,394
Other revenue	4,921
In-kind	1,915,753
Allocated corporate unrestricted revenue	<u>(17,027)</u>
Total revenue	<u>6,356,041</u>

EXPENSES

Payroll	2,393,793
Payroll taxes	230,832
Fringe benefits	607,361
Workers comp. insurance	70,562
Retirement benefits	134,653
Consultant and contractual	23,822
Travel and transportation	38,739
Conference and meetings	2,400
Occupancy	228,393
Advertising	1,254
Supplies	203,327
Equip. rentals and maintenance	5,412
Insurance	12,071
Telephone	30,217
Postage	1,795
Printing and publications	4,008
Depreciation	7,769
Assistance to clients	7,800
Other direct expense	55,456
Miscellaneous	12,369
In-kind	1,915,753
Administrative costs	<u>368,255</u>
Total expenses	<u>6,356,041</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services

LIHEAP Program

For the Period

October 1, 2016 to July 31, 2017

Fund # 630-16

REVENUES

Program funding	\$	6,883,585
Other revenue		41
Allocated corporate unrestricted revenue		(21,431)
Total revenue		6,862,195

EXPENSES

Payroll		333,790
Payroll taxes		32,569
Fringe benefits		68,191
Workers comp. insurance		1,037
Retirement benefits		17,400
Consultant and contractual		22,085
Travel and transportation		8,809
Conference and meetings		1,244
Occupancy		45,731
Advertising		988
Supplies		3,936
Equip. rentals and maintenance		2,837
Insurance		908
Telephone		7,587
Postage		18,453
Program support		26,346
Depreciation		6,684
Assistance to clients		6,211,188
Other direct expense		34
Miscellaneous		651
Administrative costs		51,727
Total expenses		6,862,195

Excess of expenses over revenue	\$	-
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services
 LIHEAP Program
 For the Period
 August 1, 2016 to September 30, 2016
 Fund # 630-15

REVENUES

Program funding	\$ 131,336
Total revenue	<u>131,336</u>

EXPENSES

Payroll	61,389
Payroll taxes	5,139
Fringe benefits	13,828
Workers comp. insurance	286
Retirement benefits	3,921
Consultant and contractual	5,406
Travel and transportation	709
Occupancy	7,542
Advertising	50
Supplies	23,277
Equip. rentals and maintenance	608
Insurance	479
Telephone	2,003
Postage	729
Printing and publications	170
Assistance to clients	3,629
Other direct expense	341
Miscellaneous	203
Administrative costs	10,918
Total expenses	<u>140,627</u>
Excess of expenses over revenue	<u>\$ (9,291)</u>

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services
 Early Headstart Program
 For the Period
 August 1, 2016 to July 31, 2017
 Fund # 300

REVENUES

Program funding	\$ 1,323,396
Other revenue	5,363
In-kind	419,311
Allocated corporate unrestricted revenue	<u>(228)</u>
Total revenue	<u>1,747,842</u>

EXPENSES

Payroll	685,785
Payroll taxes	62,762
Fringe benefits	146,225
Workers comp. insurance	20,358
Retirement benefits	37,154
Consultant and contractual	3,845
Travel and transportation	5,788
Occupancy	112,342
Advertising	630
Supplies	52,143
Equip. rentals and maintenance	1,721
Insurance	2,520
Telephone	12,192
Postage	73
Printing and publications	1,766
Interest	11,952
Depreciation	25,036
Other direct expense	32,724
Miscellaneous	4,868
In-kind	419,311
Administrative costs	<u>108,647</u>
Total expenses	<u>1,747,842</u>

Excess of expenses over revenue \$ -

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

Electric Energy Assistance

For the Period

August 1, 2016 to July 31, 2017

Fund # 665

REVENUES

Other revenue	\$ 786,345
Allocated corporate unrestricted revenue	-
Total revenue	<u>786,345</u>

EXPENSES

Payroll	433,601
Payroll taxes	40,880
Fringe benefits	90,072
Workers comp. insurance	1,427
Retirement benefits	20,840
Consultant and contractual	23,570
Travel and transportation	4,384
Occupancy	53,786
Supplies	26,540
Equip. rentals and maintenance	3,220
Insurance	1,215
Telephone	9,222
Postage	11,874
Printing and publications	170
Depreciation	422
Other direct expense	374
Miscellaneous	395
Administrative costs	64,353
Total expenses	<u>786,345</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENT OF FINANCIAL POSITION

JULY 31, 2017

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 57,663
Tenant Accounts Receivable	30
Prepaid Expenses	7,199
Total Current Assets	<u>64,892</u>
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	<u>13,112</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	44,245
Operating Reserve	76,172
Tax Escrow	6,345
Insurance Escrow	4,685
Total Restricted Deposits and Funded Reserves	<u>131,447</u>
RENTAL PROPERTY	
Land	166,600
Building and Building Improvements	550,100
Total Rental Property	<u>716,700</u>
Less Accumulated Depreciation	<u>13,752</u>
Net Rental Property	<u>702,948</u>
TOTAL ASSETS	<u><u>\$ 912,399</u></u>
<i>LIABILITIES AND NET ASSETS</i>	
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 5,684
Accounts Payable	2,929
Accrued Expenses	7,247
Total Current Liabilities	<u>15,860</u>
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	<u>13,112</u>
LONG-TERM LIABILITIES	
Due to Affiliate	42,422
Mortgage Loan Payable, Net of Current Portion	206,400
Total Long-Term Liabilities	<u>248,822</u>
Total Liabilities	<u>277,794</u>
NET ASSETS	<u>634,605</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 912,399</u></u>

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2017

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 170,570
Laundry Income	2,470
Other Income	4,389
Interest Income - Unrestricted	29
Interest Income - Restricted	233
Total Income	<u>177,691</u>

Expenses (See Schedule)

Administrative	29,763
Utilities	35,189
Maintenance	78,563
Depreciation	13,753
Interest - NHHFA Mortgage Note	7,529
General Expenses	20,121
Total Expenses	<u>184,918</u>

CHANGE IN NET ASSETS (7,227)

NET ASSETS - BEGINNING OF YEAR 641,832

NET ASSETS - END OF YEAR \$ 634,605

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2017

EXPENSES:

Administrative

Advertising	\$ 17
Management Fees	14,400
Salaries and Wages	489
Fringe Benefits	76
Audit and Accounting Expense	6,100
Legal Expenses	2,752
Telephone	2,595
Other Administrative Expense	3,334
TOTAL ADMINISTRATIVE EXPENSE	29,763

Utilities

Electricity	20,405
Fuel	7,094
Water and Sewer	7,415
Other Utility Expense	275
TOTAL UTILITY EXPENSE	35,189

Maintenance

Custodial Supplies	378
Trash Removal	4,323
Snow Removal	18,270
Grounds/Landscaping	-
Elevator Repairs and Contract	2,308
Repairs (Materials)	29,284
Repairs (Contract)	24,000
TOTAL MAINTENANCE EXPENSE	78,563

Depreciation

13,753

Interest - NHHFA Mortgage Note

7,529

General Expenses

Real Estate Taxes	14,768
Payroll Taxes	46
Workman's Compensation	26
Insurance	5,281
TOTAL GENERAL EXPENSES	20,121

TOTAL EXPENSES

\$ 184,918

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2017

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 150,496	
HAP Rent Subsidy	20,074	

<u>Total Rental Income</u>		<u>\$ 170,570</u>
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Service Income	2,470	
Interest Income	29	
Commercial Income	-	
Other Income	4,389	

<u>Total Rental Operations Receipts</u>		<u>177,458</u>
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Expenses

Administrative	29,180	
Utilities	35,189	
Maintenance	96,314	
Interest - NHHFA Mortgage Note	7,529	
Interest - Other Notes	-	
General	20,121	
Other	-	

<u>Total Rental Operations Disbursements</u>		<u>(188,333)</u>
--	--	------------------

<u>Cash Provided by Rental Operations</u>		<u>(10,875)</u>
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<u>Amortization of Mortgage</u>	5,487	
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<u>Cash Provided by Rental Operations After Debt Service</u>		<u>(16,362)</u>
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OTHER RECEIPTS

<u>Due to Management Agent</u>	30,633	
--------------------------------	--------	--

<u>Owner Advances</u>	-	
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<u>Transfer from Restricted Cash Reserves and Escrows</u>	31,650	
	-	

62,283

OTHER DISBURSEMENTS OR TRANSFERS

<u>Transfers to Restricted Cash Reserves and Escrows</u>	40,513	
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<u>Purchase of Fixed Assets</u>	-	
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<u>Repayment of Owner Advances</u>	-	
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<u>Other Partnership Expenses</u>	-	
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<u>Transfers to Tenant Security Deposit Account</u>	-	
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40,513

<u>Net Increase or (Decrease) in Project Account Cash</u>		<u>5,408</u>
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<u>Project Account Cash Balance at Beginning of Year</u>		<u>52,255</u>
--	--	---------------

<u>Project Account Cash Balance at End of Year</u>		<u>57,663</u>
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<u>Composition of Project Account Cash Balance at End of Year</u>		<u>57,663</u>
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<u>Petty Cash</u>	-	
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Unrestricted Reserve (if applicable)

Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	

<u>Total Petty Cash and Unrestricted Reserves</u>		<u>-</u>
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<u>Total Project Account Cash at End of Year</u>		<u>\$ 57,663</u>
--	--	------------------

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2017

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 7,846	\$ 11,591	\$ 16	\$ 14,768	\$ 4,685
Tax Escrow	4,493	18,722	12	16,882	6,345
Replacement Reserve	33,972	10,200	73	-	44,245
Operating Reserve	76,040		132	-	76,172
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Restricted Cash Reserves and Escrows	\$ 122,351	\$ 40,513	\$ 233	\$ 31,650	\$ 131,447

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2017

NET LOSS	\$ (7,227)
ADD: DEPRECIATION	13,753
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	5,487
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	10,200
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	<hr/> -
SURPLUS CASH (DEFICIT)	<hr/> \$ (9,161) <hr/>

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEAR ENDED JULY 31, 2017

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2001	\$ 243,855	\$ -	\$ 243,855
12/31/2002	\$ 243,855	\$ -	\$ 487,710
12/31/2003	\$ 243,855	\$ 5,895	\$ 725,671
12/31/2004	\$ 243,855	\$ 7,200	\$ 962,326
12/31/2005	\$ 243,855	\$ -	\$ 1,206,181
12/31/2006	\$ 243,855	\$ 6,120	\$ 1,443,916
12/31/2007	\$ 243,855	\$ -	\$ 1,687,772
12/31/2008	\$ 243,855	\$ -	\$ 1,931,627
12/31/2009	\$ 243,855	\$ -	\$ 2,175,482
12/31/2010	\$ 243,855	\$ -	\$ 2,419,337
12/31/2011	\$ 243,855	\$ -	\$ 2,663,193
12/31/2012	\$ 243,855	\$ -	\$ 2,907,048
12/31/2013	\$ 243,855	\$ 7,200	\$ 3,143,703
12/31/2014	\$ 243,855	\$ -	\$ 3,387,558
12/31/2015	\$ 243,855	\$ -	\$ 3,631,414
7/31/2016	\$ 142,249	\$ -	\$ 3,773,663
7/31/2017	\$ 243,855	\$ -	\$ 4,017,518

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of December 2017

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro German J. Ortiz</p>	<p><u>Representing Manchester</u></p>	<p><u>Representing Manchester</u> James Brown <i>9/15-9/18</i> Orville Kerr, Secretary <i>Term 9/15-9/18</i></p>	<p>Vanessa Broadley <i>Term Expires Nov. 2018</i></p>
<p><u>Representing Nashua</u> Kevin Moriarty</p>	<p><u>Representing Nashua</u> Dolores Bellavance, Acting-Chairman <i>Term: 9/15-9/18</i> Wayne R. Johnson <i>Term: 9/15-9/18</i></p>	<p><u>Representing Nashua</u> Bonnie Henault <i>Term: 9/17-9/20</i> Shirley Pelletier <i>Term: 9/17-9/20</i></p>	
<p><u>Representing Towns</u> Thomas Mullins</p>	<p><u>Representing Towns</u></p>	<p><u>Representing Towns</u> Deirdre O'Malley <i>Term: 9/16-9/19</i></p>	
<p><u>Representing Rockingham County</u> Jill Jamro, Treasurer</p>	<p><u>Representing Rockingham County</u> Carrie Marshall Gross <i>Term: 9/17-9/20</i></p>	<p><u>Representing Rockingham County</u></p>	

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Eagle Scout Board of Review
- St. Joseph Hospital Board of Directors
- NH Tomorrow Leadership Council
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

Community/Civic Involvement- Past

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown
- Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

EXPERIENCE

Southern New Hampshire Services, Inc. **Manchester, NH**
(January 2016-Present)

Executive Director/CEO

- Agency development and oversight

City of Nashua, New Hampshire **Nashua, NH**
(2008-2016) - Elected

Mayor

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

Southern New Hampshire Services, Inc. **Manchester, NH**
(1993 – 2008)

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

City Streets Restaurant, (1986-1991) **Nashua, NH**
City Streets Diner, (2000 – 2003) **Nashua, NH**

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

Past Community/Civic Involvement Continued

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

ELECTED OFFICE

NH State Representative, Hillsborough County, District 30
(1984 – 2000)

Deputy Speaker of the NH House of Representatives
(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
 - Chairman Subcommittee on Offenders,
 - Space and Prison Programming
 - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

EDUCATION & TRAINING

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
 - Controller in MFG & Distribution
 - Treasury and Cash Flow Management
 - Financial & Capital Budgeting, Reporting & Control
 - Cost Accounting Manager
 - General Accounting Manager
 - Business Performance Metric Establishment and Measurement
-

PROFESSIONAL EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sites located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

Chief Fiscal Officer

1/2017 to Present

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant

5/2009-1/2017

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME

1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration

Southern New Hampshire Services, Inc.

Key Personnel
January 16, 2018

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donnalee Lozeau	Executive Director	\$175,000	0%	None
James Chaisson	Chief Fiscal Officer	\$118,955	0%	None

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

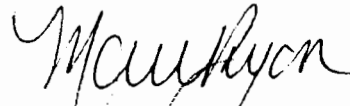
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

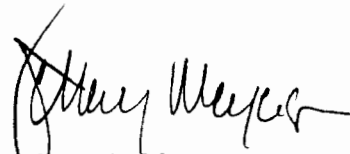
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
			Sub-Total	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

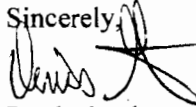
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.17

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 40 Pine Street, PO Box 5040, Manchester, NH 03108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$78,894 from \$157,787 to read: \$236,681.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.
This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maryann Ryan
Name: Maryann Ryan
Title: Director

Southern New Hampshire Services, Inc.

May 9-2017
Date

Donna Lee Lozeau
Name: Donna Lee Lozeau
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 9, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Debra Stohrer
Signature of Notary Public or Justice of the Peace

Debra Stohrer
Name and Title of Notary or Justice of the Peace

My Commission Expires: **DEBRA D. STOHRER**
Notary Public - New Hampshire
My Commission Expires November 18, 2020




**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/20/17


Name: Megan A. Yegor
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$78,894
SFY17	not to exceed \$78,893
SFY18	not to exceed \$78,894
July 1, 2015 – June 30, 2018:	not to exceed \$236,681.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$236,681.00
Total program amount	\$236,681.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



40 12

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

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

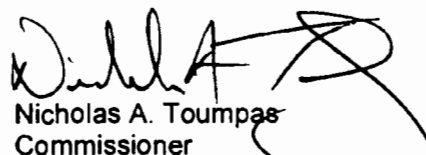
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-in-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BHHS-02
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (f)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

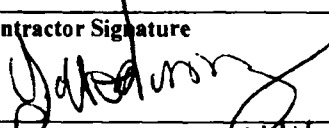
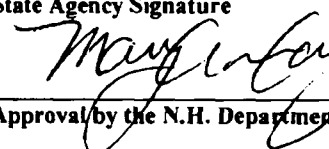
Subject: State Grant-In-Aid Funds Program and Homeless Housing Access Revolving Loan Fund

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street PO Box 5040 Manchester NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$157,787
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale Hennessy, Exec Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/25/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Debra D. Stohrer</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Debra D. Stohrer</u> DEBRA D. STOHRER, Notary Public My Commission Expires December 8, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Mary Ann Cooney</u> Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Mary Ann Cooney</u> <u>Mary Ann Cooney</u> On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: DCR
Date: 1-25-15

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: CKH
Date: 8-25-15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28 , 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$78,894
SFY17 not to exceed \$78,893

July 1, 2015 – June 30, 2017: not to exceed \$157,787.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services \$157,787.00
Total program amount \$157,787.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

GN
6-25-16



Exhibit B

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- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1. comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

GA

8-25-15



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



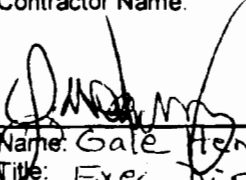
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

6-25-15
Date

Contractor Name:


Name: Gale Hennessy
Title: Exec. Dir.

Contractor Initials GH
Date 6-25-15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

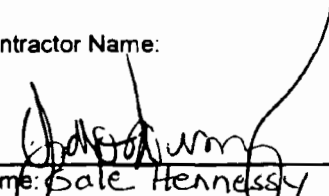
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

8.20.15
Date


Name: Dale Hennessy
Title: Exec. Dir.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8-26-16
Date

Contractor Name:

[Signature]
Name: Gale Hennessy
Title: Exec. Director

GH



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials GA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

6-25-13
Date

Contractor Name:

[Signature]
Name: Gale Hennessy
Title: Exec. Director

Exhibit G

Contractor Initials GAH

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6-25-15
Date

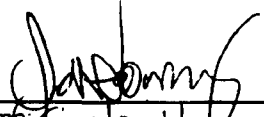

Name: Gale Hennessy
Title: Exec. Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

CA



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>NH DHHS</u>	<u>Southern NH Services</u>
The State	Name of the Contractor
<u>Mary Ann Conery</u>	<u>Gale Hennessy</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>MARY ANN CONERY</u>	<u>Gale Hennessy</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>2/12/15</u>	<u>6/25/15</u>
Date	Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

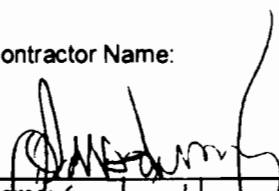
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

6.25.15
Date

Contractor Name:


Name: Gale Hendessy
Title: Exec. Director

Contractor Initials GFX
Date 8.25.15



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 088584065
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$305,902 from \$933,706 to read: \$1,239,608.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: *Christie Tappan*
Title: *Associate Commissioner*

Southwestern Community Services, Inc.

1/16/18
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 1/16/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Leisa Perrotta
Signature of Notary Public or Justice of the Peace

Leisa Perrotta, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-6-2018



JM
1/16/18

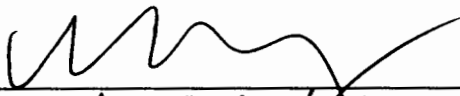
New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/19
Date


Name: Megan A. Felt
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

gm
5/20/18



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$313,902.00
SFY17	not to exceed \$313,902.00
SFY18	not to exceed \$305,902.00
SFY19	not to exceed \$305,902.00

July 1, 2015 – June 30, 2019: not to exceed \$1,239,608

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$458,923.00
Emergency Shelter Services	\$764,685.00
Gaps	<u>\$16,000.00</u>
Total program amount	\$1,239,608

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Southwestern Community Services Inc.									
Budget Request for: State Grant-In-Aid Funds									
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 170,885.52	\$ -	\$ 170,885.52	\$ 35,449.22	\$ -	\$ 35,449.22	\$ 135,436.30	\$ -	\$ 135,436.30
2. Employee Benefits	\$ 108,485.37	\$ -	\$ 108,485.37	\$ 22,504.67	\$ -	\$ 22,504.67	\$ 85,980.70	\$ -	\$ 85,980.70
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
7. Occupancy	\$ 113,327.00	\$ -	\$ 113,327.00	\$ 104,863.00	\$ -	\$ 104,863.00	\$ 8,864.00	\$ -	\$ 8,864.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 11,000.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,871.00	\$ -	\$ 1,871.00	\$ -	\$ -	\$ -	\$ 1,871.00	\$ -	\$ 1,871.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
10. Marketing/Communications	\$ 6,525.00	\$ -	\$ 6,525.00	\$ -	\$ -	\$ -	\$ 6,525.00	\$ -	\$ 6,525.00
11. Staff Education and Training	\$ 4,850.00	\$ -	\$ 4,850.00	\$ -	\$ -	\$ -	\$ 4,850.00	\$ -	\$ 4,850.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lifeskills/Client Activities	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
Shelter House Supplies	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Prevention/Supportive Services	\$ 105,510.11	\$ -	\$ 105,510.11	\$ 105,510.11	\$ -	\$ 105,510.11	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 65,550.00	\$ 65,550.00	\$ -	\$ 32,775.00	\$ 32,775.00	\$ -	\$ 32,775.00	\$ 32,775.00
TOTAL	\$ 546,264.00	\$ 65,550.00	\$ 611,804.00	\$ 273,127.00	\$ 32,775.00	\$ 305,902.00	\$ 273,127.00	\$ 32,775.00	\$ 305,902.00

Indirect As A Percent of Direct

12.0%

Contractor Initials *Jm*
Date 3/27/18

NONPROFIT RATE AGREEMENT

EIN: 1026013808A1

DATE: 03/06/2018

ORGANIZATION:

FILING REF.: The preceding agreement was dated 04/07/2017

Southwestern Community Services, Inc.
63 Community Way, P.O. Box 603
Keene, NH 03431-0603

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	06/01/2015	05/31/2016	12.00	On-Site	All Programs
PROV.	06/01/2016	05/31/2018	12.00	On-Site	All Programs

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), subawards and flow-through funds.

ORGANIZATION: Southwestern Community Services, Inc.

AGREEMENT DATE: 3/6/2018

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

(1) Grantee charges all costs direct to grants and/or contracts except the costs below:

A. Salaries and wages of agency-wide employees are as follows: Chief Executive Officer, Chief Financial Officer, Payroll Administrator, Accounts Payable (2) and Receptionist - All 100% and Personnel Administrator - 50% and Chief Administrative Officer - 37%.

B. Leave and fringe benefits for above personnel only are included in the indirect cost pool.

C. Other expenses - administrative portion only: audit, insurance, space, publications and subscriptions, supplies, telephone, postage, training, travel, vehicle expense, computer services and miscellaneous.

(2) The directly claimed fringe benefits include worker's compensation, unemployment insurance, FICA, health/dental insurance and 401K matching pension plan.

(3) Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

(4) The indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF-PI-HS-08-03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro-ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. As of January, 2017, the rate of compensation for an Executive Level II is \$187,000 per year.

ORGANIZATION: Southwestern Community Services, Inc.

AGREEMENT DATE: 3/6/2018

(5) Your next proposal based on actual costs for the fiscal year ended 05/31/17 was due in our office by 11/30/17.

ORGANIZATION: Southwestern Community Services, Inc.

AGREEMENT DATE: 3/6/2018

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Southwestern Community Services, Inc.

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)
Darryl W. Mayes - S
Digitally signed by Darryl W. Mayes - S
DN: c=US, ou=U.S. Government, ou=HHS, ou=OSC,
ou=People, o=9.2342.19200300.100.1.1=2000131669,
cn=Darryl W. Mayes - S
Date: 2018.03.06 13:55:51 -0500

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

3/6/2018

(DATE) 6244

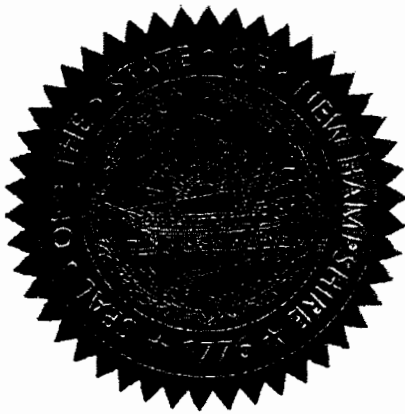
HHS REPRESENTATIVE: **Regina DiGennaro**

Telephone: **(212) 264-2069**

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 03/27/18:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 27th day of March, 20 18.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elaine M. Amer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 27th day of March, 20 18.

By Elaine M. Amer
(Name of Elected Officer of the Agency)

Leisa Perrotta
Leisa Perrotta, Notary



CERTIFICATE OF VOTE

I, Elaine M. Amer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 02/18/16:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 16th day of January, 20 18.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 16th day of January, 20 18,

By Elaine M. Amer
(Name of Elected Officer of the Agency)



Jill Tomlin, Justice of the Peace

(NOTARY SEAL)

Commission Expires: 4.5.22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C No, Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com		FAX (A/C, No): 603-357-8491
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	SOUTHWESTERNCOM		INSURER A : Philadelphia Insurance Company
			INSURER B : Maine Employer Mutual Insurance Co.
			INSURER C :
			INSURER D :
			INSURER E :
			INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1079306016

REVISION NUMBER:

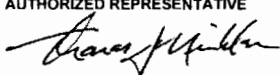
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1668183	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1668192	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB587872	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102800768	4/1/2018	4/1/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1668183	6/30/2017	6/30/2018	\$1,000,000 per occurrence \$2,000,000 general aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory coverage provided for the State of NH
 All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER**CANCELLATION**

NH -DHHS Brown Building 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 

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Vision Statement

Southwestern Community Services

SCS seeks to **create** and **support** a climate within the communities of southwestern New Hampshire wherein **poverty is never accepted** as a chronic or permanent condition of any person's life.

Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC.
AND RELATED COMPANIES**

**FOR THE YEARS ENDED
MAY 31, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017 AND 2016**

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To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2017 and 2016, and the related consolidated statements of cash flows, and notes to the consolidated financial statements for the years then ended, and the related consolidated statements of activities and functional expenses for the year ended May 31, 2017.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 9, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Schedule of Functional Revenues and Expenses, and the Schedule of Revenues and Expenditures for the Electric Assistance Program are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 11, 2017, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 11, 2017
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2017 AND 2016****ASSETS**

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 947,175	\$ 1,188,826
Accounts receivable	1,360,685	1,102,367
Prepaid expenses	19,252	23,413
Notes receivable	112,000	112,000
Interest receivable	41,067	36,587
Total current assets	<u>2,480,179</u>	<u>2,463,193</u>
PROPERTY		
Land and buildings	13,335,396	14,237,257
Vehicles and equipment	703,635	813,172
Furniture and fixtures	25,756	40,986
Total property	<u>14,064,787</u>	<u>15,091,415</u>
Less accumulated depreciation	<u>4,579,760</u>	<u>5,446,011</u>
Property, net	<u>9,485,027</u>	<u>9,645,404</u>
OTHER ASSETS		
Investment in related parties	142,782	10,000
Due from related parties	219,108	292,525
Cash escrow and reserve funds	359,589	341,367
Security deposits	37,906	35,961
Other assets	384	384
Total other assets	<u>759,769</u>	<u>680,237</u>
Total assets	<u>\$ 12,724,975</u>	<u>\$ 12,788,834</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 166,495	\$ 155,247
Accrued expenses	233,842	146,363
Accrued payroll and payroll taxes	241,035	218,182
Other current liabilities	148,698	181,696
Refundable advances	238,345	201,064
Current portion of long term debt	211,313	381,611
Total current liabilities	1,239,728	1,284,163
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	<u>8,087,475</u>	<u>7,991,096</u>
Total liabilities	<u>9,327,203</u>	<u>9,275,259</u>
NET ASSETS		
Unrestricted	3,243,933	3,302,355
Temporarily restricted	153,839	211,220
Total net assets	<u>3,397,772</u>	<u>3,513,575</u>
Total liabilities and net assets	<u>\$ 12,724,975</u>	<u>\$ 12,788,834</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 9,722,823	\$ -	\$ 9,722,823	\$ 9,060,110
Program service fees	1,862,236	-	1,862,236	2,030,772
Rental income	661,932	-	661,932	1,007,200
Developer income	265,000	-	265,000	254,004
Support	260,311	139,805	400,116	517,802
Fundraising	80,170	-	80,170	67,765
Interest income	6,699	-	6,699	4,710
Forgiveness of debt	90,148	-	90,148	61,209
Miscellaneous	140,537	-	140,537	264,795
In-kind contributions	162,966	-	162,966	215,867
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	13,252,822	139,805	13,392,627	13,484,234
NET ASSETS RELEASED FROM RESTRICTIONS				
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	197,186	(197,186)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	13,450,008	(57,381)	13,392,627	13,484,234
EXPENSES				
Program services				
Home energy programs	3,812,708	-	3,812,708	3,676,121
Education and nutrition	2,367,558	-	2,367,558	2,344,682
Homeless programs	2,056,525	-	2,056,525	2,177,885
Housing services	2,073,178	-	2,073,178	2,576,850
Economic development services	571,865	-	571,865	331,262
Other programs	963,917	-	963,917	782,112
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	11,845,751	-	11,845,751	11,888,912
Supporting activities				
Management and general	1,776,106	-	1,776,106	1,602,254
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	13,621,857	-	13,621,857	13,491,166
CHANGES IN NET ASSETS BEFORE (LOSS) GAIN ON SALE OF PROPERTY				
	<hr/>	<hr/>	<hr/>	<hr/>
(LOSS) GAIN ON SALE OF PROPERTY	(171,849)	(57,381)	(229,230)	(6,932)
(LOSS) GAIN ON SALE OF PROPERTY				
	<hr/>	<hr/>	<hr/>	<hr/>
(LOSS) GAIN ON SALE OF PROPERTY	(19,355)	-	(19,355)	759,643
GAIN ON INVESTMENT IN LIMITED PARTNERSHIPS				
	<hr/>	<hr/>	<hr/>	<hr/>
GAIN ON INVESTMENT IN LIMITED PARTNERSHIPS	132,782	-	132,782	-
CHANGE IN NET ASSETS				
	<hr/>	<hr/>	<hr/>	<hr/>
CHANGE IN NET ASSETS	(58,422)	(57,381)	(115,803)	752,711
NET ASSETS, BEGINNING OF YEAR				
	<hr/>	<hr/>	<hr/>	<hr/>
NET ASSETS, BEGINNING OF YEAR	3,302,355	211,220	3,513,575	2,350,940
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS				
	<hr/>	<hr/>	<hr/>	<hr/>
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	-	-	-	409,924
NET ASSETS, BEGINNING OF YEAR				
	<hr/>	<hr/>	<hr/>	<hr/>
NET ASSETS, BEGINNING OF YEAR	3,302,355	211,220	3,513,575	2,760,864
NET ASSETS, END OF YEAR				
	<hr/>	<hr/>	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 3,243,933	\$ 153,839	\$ 3,397,772	\$ 3,513,575

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF CASH FLOWS**
FOR THE YEARS ENDED MAY 31, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ (115,803)	\$ 752,711
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	415,720	597,297
Loss (gain) on sale of property	19,355	(759,643)
Gain on investment in limited partnerships	(132,782)	-
Forgiveness of debt	(90,148)	(61,209)
(Increase) decrease in assets:		
Accounts receivable	(258,318)	(190,538)
Prepaid expenses	4,161	31,980
Interest receivable	(4,480)	(4,480)
Due from related parties	73,417	(164,685)
Security deposits	(1,945)	59,036
Other assets	-	15,584
Increase (decrease) in liabilities:		
Accounts payable	11,248	(603,671)
Accrued expenses	87,479	(820)
Accrued payroll and payroll taxes	22,853	(91,390)
Other current liabilities	(32,998)	49,000
Refundable advances	37,281	(38,170)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>35,040</u>	<u>(408,998)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
(Increase) decrease in escrow funds	(18,222)	237,589
Proceeds from sale of property	6,000	4,286,378
Purchase of property	(247,598)	(297,570)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(259,820)</u>	<u>4,226,397</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on bank line of credit	-	(249,953)
Proceeds from long term debt	106,019	34,182
Repayment of long term debt	(122,890)	(2,636,139)
NET CASH USED IN FINANCING ACTIVITIES	<u>(16,871)</u>	<u>(2,851,910)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(241,651)	965,489
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,188,826	197,247
CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	-	26,090
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 947,175</u>	<u>\$ 1,188,826</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	\$ <u>141,285</u>	\$ <u>253,726</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	\$ <u>33,100</u>	\$ <u>-</u>
Transfer of assets from newly consolidated LPs:		
Due from related parties	\$ -	\$ 40,000
Prepaid expenses	-	9,494
Land and buildings	-	3,097,594
Furniture and fixtures	-	28,666
Accumulated depreciation	-	(1,147,270)
Cash escrow and reserve funds	-	300,184
Security deposits	-	32,067
	<u>\$ -</u>	<u>\$ 2,360,735</u>
Total transfer of assets from newly consolidated LPs		
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ -	\$ 37,921
Accrued expenses	-	29,836
Long term debt	-	1,909,144
	<u>\$ -</u>	<u>\$ 1,976,901</u>
Total transfer of liabilities from newly consolidated LPs		
Transfer of net assets from newly consolidated LPs	<u>\$ -</u>	<u>\$ 409,924</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2017 Total	2016 Total
Payroll	\$ 340,420	\$ 1,075,322	\$ 439,832	\$ 730,969	\$ 295,530	\$ 472,329	\$ 3,354,402	\$ 788,541	\$ 4,142,943	\$ 4,070,765
Payroll taxes	35,261	125,019	43,209	68,259	34,673	51,734	358,155	71,141	429,296	413,335
Employee benefits	127,766	355,513	170,674	271,958	67,322	213,776	1,207,009	47,209	1,254,218	1,120,567
Retirement	23,813	60,026	28,243	62,164	9,256	18,823	202,325	72,490	274,815	283,965
Advertising	-	7,461	2,489	1,315	1,114	17,017	29,396	121	29,517	33,432
Bank charges	-	1,438	60	3,685	-	-	5,183	6,944	12,127	13,837
Bad debt expense	-	-	-	-	-	-	-	-	-	27,660
Commercial subsidy	-	-	-	-	-	-	-	-	-	14,742
Computer cost	-	18,876	3,884	2,047	18,885	-	43,492	71,651	115,143	136,764
Contractual	295,313	13,334	64,355	61,418	25,339	71,879	531,838	55,626	587,264	521,327
Depreciation	-	27,104	108,291	119,250	-	14,245	268,890	146,830	415,720	597,297
Dues/registration	-	4,740	703	610	988	2,040	9,081	9,996	19,077	18,619
Duplicating	23	8,160	-	-	-	-	8,183	1,659	9,842	17,523
Insurance	9,007	17,398	23,302	46,697	11,299	7,855	115,558	31,617	147,175	189,624
Interest	-	7,063	8,754	5,728	-	2,015	23,560	117,725	141,285	253,726
Meeting and conference	1,871	286	6,183	10,894	851	3,517	23,602	25,520	49,122	91,582
Miscellaneous expense	1,148	603	2,408	130,835	1,740	24,855	161,587	6,747	168,334	195,315
Miscellaneous taxes	-	-	-	32,477	-	-	32,477	379	32,856	99,243
Equipment purchases	727	263	675	7,865	-	-	9,530	461	9,991	13,147
Office expense	5,306	17,095	6,358	4,796	10,084	14,307	57,946	15,405	73,351	70,256
Postage	68	331	102	14	1,038	99	1,652	22,677	24,329	25,403
Professional fees	2,673	-	2,500	44,515	-	-	49,688	84,653	134,341	140,599
Staff development and training	4,795	2,534	8,511	1,323	1,616	15,800	34,579	16,893	51,472	65,945
Subscriptions	-	-	-	845	-	-	845	1,552	2,397	2,283
Telephone	2,217	17,258	25,746	15,347	5,058	4,327	69,953	44,119	114,072	61,160
Travel	5,502	19,088	16,001	5,016	24,201	2,805	72,613	4,431	77,044	61,394
Vehicle	2,345	2,917	2,033	27,020	23,102	10,160	67,577	17,994	85,571	77,536
Rent	-	25,250	-	-	-	-	25,250	-	25,250	26,550
Space costs	-	217,475	234,349	365,323	2,500	1,200	820,847	113,725	934,572	889,970
Direct client assistance	2,954,453	180,038	858,065	52,808	37,269	15,134	4,097,767	-	4,097,767	3,741,723
In-kind expenses	-	162,966	-	-	-	-	162,966	-	162,966	215,867
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	3,812,708	2,367,558	2,056,525	2,073,178	571,865	963,917	11,845,751	1,776,106	13,621,857	13,491,166
Allocation of management and general expenses	571,663	354,983	308,347	310,844	85,743	144,526	1,776,106	(1,776,106)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 4,384,371	\$ 2,722,541	\$ 2,364,872	\$ 2,384,022	\$ 657,608	\$ 1,108,443	\$ 13,621,857	\$ -	\$ 13,621,857	\$ 13,491,166

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2017 AND 2016

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Basis of Accounting

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.

- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Jaffrey Housing Associates, Limited Partnership (Jaffrey)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- North Walpole Village Housing Associates, Limited Partnership (North Walpole, 2016 only)
- Troy Common Associates, Limited Partnership (Troy, 2016 only)

- Peterborough/Finlay, LLC (Peterborough, 2016 only)
- Hinsdale Main Street Associates Limited Partnership (Hinsdale, 2016 only)

During the year ended May 31, 2016, the Organization sold North Walpole, Troy, Peterborough, and Hinsdale. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

Basis of Presentation

Financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958-210, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor-imposed restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor - imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of May 31, 2017 and 2016, the Organization had unrestricted and temporarily restricted net assets.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2016 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need

to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2017 and 2016. The Organization has no policy for charging interest on overdue accounts.

Notes Receivable

The Organization has two notes receivable from an unrelated third party. The notes receivable are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable was \$112,000 and \$41,067, respectively at May 31, 2017 and \$112,000 and \$36,587, respectively at May 31, 2016.

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2017 and 2016, approximately 73% and 67%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property.

Advertising

The Organization expenses advertising costs as incurred.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as restricted if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards totaling \$840,803 and \$808,894 at May 31, 2017 and 2016, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation is taxed as a corporation and has federal net operating loss carryforwards totaling \$629 and \$658 at May 31, 2017 and 2016, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2020.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Tax benefit from loss carryforwards	\$126,215	\$121,432
Valuation allowance	<u>(126,215)</u>	<u>(121,432)</u>
Deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

Drewsville, Jaffrey, Troy, Senior and Keene East Side are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2014 – 2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, inventory, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

NOTE 2 BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate. The line is secured by all the Organization's assets. As of May 31, 2017 and 2016, the interest rate was 4%. There was no outstanding balance at May 31, 2017 and 2016.

NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2017 and 2016 consisted of the following:

	<u>2017</u>	<u>2016</u>
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization.	\$ 163,926	\$ 172,929
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization.	32,147	32,147
3.75% note payable to a bank in monthly installments for principal and interest of \$959 through March 2021. The note is secured by real estate of the Organization.	42,099	51,906
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization.	244,505	250,000

<p>Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization.</p>	376,558	406,558
<p>4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2017 and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are \$1,957. The note is secured by real estate of the Organization.</p>	177,050	192,893
<p>4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization.</p>	2,280,750	2,312,802
<p>Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization.</p>	460,000	460,000
<p>4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2017 and is classified as current. The note is secured by real estate of the Organization.</p>	63,000	63,000
<p>4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2017 and is classified as current. The note is secured by real estate of the Organization.</p>	45,000	45,000

<p>Note payable to a bank in monthly installments for principal and interest of \$2,769 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.07% at May 31, 2017 and 2016. The note is secured by real estate of the Organization.</p>	426,734	439,386
<p>5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note is secured by real estate of the Organization.</p>	105,495	110,853
<p>Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization.</p>	175,000	200,000
<p>Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization.</p>	105,000	120,000
<p>Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization.</p>	794,189	794,189
<p>Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization.</p>	382,818	402,966
<p>3.99% note payable to a bank in monthly installments for principal and interest of \$355 through May 2018. The note is secured by a vehicle of the Organization.</p>	4,070	8,401

6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note is secured by a vehicle.	15,688	22,167
5.54% note payable to a finance company in monthly installments for principal and interest of \$543 through August 2022. The note is secured by a vehicle.	29,572	-
Jaffrey - 30-year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% are deferred until the note matures in June 2027. The note is secured by land and buildings. The balance included cumulative accrued interest of \$49,796.	300,645	297,668
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$485 through August 2027. The note is secured by land and buildings.	43,533	46,592
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization.	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization.	140,210	140,210
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization.	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization.	121,865	34,106

Keene East Side - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization.

	<u>228,934</u>	<u>228,934</u>
	8,298,788	8,372,707
Less current portion due within one year	<u>211,313</u>	<u>381,611</u>
	<u>\$ 8,087,475</u>	<u>\$ 7,991,096</u>

The schedule of maturities of long term debt at May 31, 2017 is as follows:

Year Ending May 31	Amount
2018	\$ 211,313
2019	104,538
2020	102,568
2021	104,694
2022	98,506
Thereafter	<u>7,677,169</u>
Total	<u>\$ 8,298,788</u>

NOTE 4 OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2022. Monthly lease payments range from \$248 to \$3,521. Lease expense for the years ended May 31, 2017 and 2016 totaled \$179,178 and \$213,038, respectively.

Future minimum payments as of May 31, 2017 on the above leases are as follows:

Year Ending May 31	Amount
2018	\$ 67,678
2019	18,589
2020	18,341
2021	15,618
2022	<u>15,618</u>
Total	<u>\$ 135,844</u>

NOTE 5 **ACCRUED COMPENSATED BALANCES**

At May 31, 2017 and 2016, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$127,577 and \$125,790, respectively.

NOTE 6 **CONTINGENCIES**

At May 31, 2017 and 2016, SCS Housing, Inc. is the general partner of seven limited partnerships (which include Drewsville, Jaffrey, and Troy Senior, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$2,299,000 and \$2,345,000 at May 31, 2017 and 2016, respectively. Partnership real estate with a cost basis of approximately \$16,217,000 and \$17,286,000 provides collateral on these loans at May 31, 2017 and 2016, respectively.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2017 and 2016.

NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2017 and 2016, SCS Housing, Inc. managed seven limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$308,448 and \$276,881, for the years ended May 31, 2017 and 2016, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amount due and expected to be collected from the limited partnerships and related entity was \$219,108 and \$292,525 at May 31, 2017 and 2016, respectively.

NOTE 8**EQUITY INVESTMENT**

SCS and related companies use the equity method to account for their financial interests in the following companies:

	<u>2017</u>
Cityside Housing Associates, LP (Cityside)	\$ (9,481)
Marlborough Homes, LP (Marlborough)	30
Payson Village Senior Housing Associates, LP (Payson)	(12,477)
Railroad Square Senior Housing Associates, LP (Railroad)	(1,527)
Warwick Meadows Housing Associates, LP (Warwick)	(9)
Woodcrest Drive Housing Associates, LP (Woodcrest)	222,850
Winchester Senior Housing Associates, LP (Winchester)	53,888
Swanzey Township Housing Associates, LP (Swanzey)	(31,183)
Snow Brook Meadow Village Housing Associates, LP (Snow Brook)	(60,709)
Keene Highland Housing Associates, LP (Keene Highland)	(226)
Pilot Health, LLC	(18,374)
	<u>\$ 142,782</u>

SCS Housing Development, Inc. is a 0.01% partner of Cityside, Marlborough, Payson, Warwick, and Woodcrest, and a 0.10% partner of Railroad.

SCS Housing, Inc. is a 0.01% partner of Winchester, Swanzey, Snow Brook, and Keene Highland.

Southwestern Community Services, Inc. is 14.3% member of Pilot Health, LLC.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2017, consists of the following:

	<u>2017</u>
Total assets	<u>\$ 33,140</u>
Total liabilities	47,490
Capital/Member's equity	<u>(14,350)</u>
	<u>\$ 33,140</u>
Income	\$ 84,728
Expenses	81,515
Net income	<u>\$ 3,213</u>

NOTE 9**RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$274,815 and \$283,965 for the years ended May 31, 2017 and 2016, respectively.

NOTE 10 **RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets consist of contributions received by the Organization that have not been used for the specified purpose of the donor. Temporarily restricted net assets at May 31, 2017 and 2016 totaled \$153,839 and \$211,220, respectively.

NOTE 11 **FORGIVENESS OF DEBT**

During the year ended May 31, 2017 the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire, HUD and New Hampshire Housing. Forgiveness of debt income totaled \$90,148 for the year ended May 31, 2017.

During the year ended May 31, 2016 the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire and HUD. Forgiveness of debt income totaled \$61,209 for the year ended May 31, 2016.

NOTE 12 **TRANSFER OF PARTNERSHIP INTEREST**

During 2016, SCS acquired partnership interests in two low income housing limited partnerships: Troy Senior Housing Associates, LP (Troy Senior) and Keene East Side Senior Housing Associates, LP (Keene East Side). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

Date of transfer	<u>09/09/2015</u>	<u>12/31/2015</u>	
	<u>Keene East Side</u>	<u>Troy Senior</u>	<u>Total</u>
Cash	\$ 18,722	\$ 7,368	\$ 26,090
Cash-escrow	280,837	19,347	300,184
Property – net	996,031	982,959	1,978,990
Other assets	<u>38,090</u>	<u>22,557</u>	<u>60,647</u>
Total assets	<u>1,333,680</u>	<u>1,032,231</u>	<u>2,365,911</u>
Notes payable	1,128,934	780,210	1,909,144
Other liabilities	<u>19,778</u>	<u>27,065</u>	<u>46,843</u>
Total liabilities	<u>1,148,712</u>	<u>807,275</u>	<u>1,955,987</u>
Partners' capital	<u>\$ 184,968</u>	<u>\$ 224,956</u>	<u>\$ 409,924</u>

NOTE 13 **RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 14 **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 11, 2017, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(SEE INDEPENDENT AUDITORS' REPORT)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2017**

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2017 Total	2016 Total
REVENUES										
Government contracts	\$ 3,910,620	\$ 2,664,568	\$ 1,786,879	\$ 51,425	\$ 612,470	\$ 216,943	\$ 9,262,925	\$ 459,898	\$ 9,722,823	\$ 9,060,110
Program service fees	1,601	4,997	51,729	1,012,684	48,690	658,599	1,778,300	83,936	1,862,236	2,030,772
Rental income	-	-	119,345	542,087	-	-	661,432	500	661,932	1,007,200
Developer income	-	-	-	265,000	-	-	265,000	-	265,000	254,004
Support	45,125	11,831	85,498	-	91,962	157,335	391,751	8,365	400,116	517,802
Fundraising	-	-	5,383	-	-	74,787	80,170	-	80,170	67,765
Interest income	18	3	94	167	-	27	309	6,390	6,699	4,710
Forgiveness of debt	-	-	90,148	-	-	-	90,148	-	90,148	264,795
Miscellaneous	2,490	8,382	2,325	22,688	26,713	7,270	69,868	70,669	140,537	61,209
In-kind contributions	-	162,966	-	-	-	-	162,966	-	162,966	215,867
Total revenues and other support	<u>3,959,854</u>	<u>2,872,767</u>	<u>2,141,401</u>	<u>1,894,051</u>	<u>779,835</u>	<u>1,114,961</u>	<u>12,762,869</u>	<u>629,758</u>	<u>13,392,627</u>	<u>13,484,234</u>
EXPENSES										
Payroll	\$ 340,420	\$ 1,075,322	\$ 439,832	\$ 730,969	\$ 295,530	\$ 472,329	\$ 3,354,402	\$ 788,541	\$ 4,142,943	\$ 4,070,765
Payroll taxes	35,261	125,019	43,209	68,259	34,673	51,734	358,155	71,141	429,296	413,335
Employee benefits	127,766	355,513	170,674	271,958	67,322	213,776	1,207,009	47,209	1,254,218	1,120,567
Retirement	23,813	60,026	28,243	62,164	9,256	18,823	202,325	72,490	274,815	283,965
Advertising	-	7,461	2,489	1,315	1,114	17,017	29,396	121	29,517	33,432
Bank charges	-	1,438	60	3,685	-	-	5,183	6,944	12,127	13,837
Bad debt expense	-	-	-	-	-	-	-	-	-	27,660
Commercial subsidy	-	-	-	-	-	-	-	-	-	14,742
Computer cost	-	18,876	3,684	2,047	18,885	-	43,492	71,651	115,143	136,784
Contractual	295,313	13,334	64,355	61,418	25,339	71,879	531,638	55,626	587,264	521,327
Depreciation	-	27,104	108,291	119,250	-	14,245	268,890	146,830	415,720	597,297
Dues/registration	-	4,740	703	610	988	2,040	9,081	9,996	19,077	18,819
Duplicating	23	8,160	-	-	-	-	8,183	1,859	9,842	17,523
Insurance	9,007	17,398	23,302	46,697	11,299	7,855	115,558	31,617	147,175	189,624
Interest	-	7,063	8,754	5,728	-	2,015	23,580	117,725	141,285	253,726
Meeting & conference	1,871	286	6,183	10,894	851	3,517	23,602	25,520	49,122	91,582
Miscellaneous expense	1,148	603	2,406	130,835	1,740	24,855	161,587	6,747	168,334	195,315
Miscellaneous taxes	-	-	-	32,477	-	-	32,477	379	32,856	99,243
Equipment purchases	727	263	675	7,865	-	-	9,530	461	9,991	13,147
Office expense	5,306	17,095	6,358	4,796	10,084	14,307	57,946	15,405	73,351	70,256
Postage	68	331	102	14	1,038	99	1,652	22,677	24,329	25,403
Professional fees	2,673	-	2,500	44,515	-	-	49,688	84,853	134,341	140,599
Staff development and training	4,795	2,534	8,511	1,323	1,616	15,800	34,579	18,893	51,472	65,945
Subscriptions	-	-	-	845	-	-	845	1,552	2,397	2,293
Telephone	2,217	17,258	25,746	15,347	5,058	4,327	69,953	44,119	114,072	61,160
Travel	5,502	19,088	16,001	5,016	24,201	2,805	72,613	4,431	77,044	61,394
Vehicle	2,345	2,917	2,033	27,020	23,102	10,160	67,577	17,994	85,571	77,536
Rent	-	25,250	-	-	-	-	25,250	-	25,250	26,550
Space costs	-	217,475	234,349	365,323	2,500	1,200	820,847	113,725	934,572	689,970
Direct client assistance	2,954,453	180,038	858,065	52,808	37,269	15,134	4,097,767	-	4,097,767	3,741,723
In-kind expenses	-	162,966	-	-	-	-	162,966	-	162,966	215,867
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	<u>3,812,708</u>	<u>2,387,558</u>	<u>2,056,525</u>	<u>2,073,178</u>	<u>571,865</u>	<u>963,917</u>	<u>11,845,751</u>	<u>1,776,106</u>	<u>13,621,857</u>	<u>13,491,166</u>
Allocation of management and general expenses	<u>571,663</u>	<u>354,983</u>	<u>308,347</u>	<u>310,844</u>	<u>85,743</u>	<u>144,526</u>	<u>1,776,106</u>	<u>(1,776,106)</u>	<u>-</u>	<u>-</u>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 4,384,371</u>	<u>\$ 2,722,541</u>	<u>\$ 2,364,872</u>	<u>\$ 2,384,022</u>	<u>\$ 657,608</u>	<u>\$ 1,108,443</u>	<u>\$ 13,621,857</u>	<u>\$ -</u>	<u>\$ 13,621,857</u>	<u>\$ 13,491,166</u>

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED MAY 31, 2017**

Revenues	<u>\$ 216,348</u>
Expenditures	
Salaries	\$ 91,467
Fringe benefits	59,391
Travel	1,938
Other	<u>62,508</u>
	<u>\$ 215,304</u>

Note:

For the year ended May 31, 2017, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended May 31, 2017.

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2017**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Agriculture				
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	\$ 366,087
Child and Adult Care Food Program	10.558	State of NH, Dept of Education	Unknown	106,122
Food Distribution Cluster				
Commodity Supplemental Food Program	10.555	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	\$ 110,046
Emergency Food Assistance Program (Food Commodities)	10.559	Community Action Program Belknap-Merrimack Counties	Unknown	89
				<u>110,135</u>
Total U.S. Department of Agriculture				<u>\$ 582,324</u>
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-71700000-102-50731	\$ 193,373
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Office of Human Services	010-042-7927-102-0731	<u>101,196</u>
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-71700000-102-50731	\$ 294,586
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-71700000-102-50731	258,928
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-71700000-102-50731	<u>266,582</u>
				<u>106,998</u>
Total U.S. Department of Housing and Urban Development				<u>\$ 984,977</u>
U.S. Department of Labor				
WIA Cluster				
WIA Adult Program	17.256	Southern NH Services	Unknown	\$ 58,591
WIA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	<u>46,128</u>
				<u>\$ 104,719</u>
Total U.S. Department of Labor/WIA Cluster				<u>\$ 104,719</u>
U.S. Department of Transportation Federal Transit Administration (FTA)				
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-95-95-9541010-2916	\$ 158,853
Transit Services Programs Cluster				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-95-95-9541010-2916	<u>19,626</u>
Total U.S. Department of Transportation Federal Transit Administration (FTA)				<u>\$ 178,479</u>
U.S. Department of Veterans Affairs				
VA Supportive Services for Veteran Families Program	64.033	N/A	N/A	\$ 239,223
Total U.S. Department of Veterans Affairs				<u>\$ 239,223</u>
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	\$ 140,387
Total U.S. Department of Energy				<u>\$ 140,387</u>
U.S. Department of Health & Human Services				
Aging Cluster				
Special Programs for the Aging, Title III, Part B,				
Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	\$ 5,400
Grants to States to Support Oral Health Workforce Activities	93.235	State of NH, DHHS, Division of Family Assistance	Unknown	2,935
Drug-Free Communities Support Program Grants	93.275	N/A	N/A	142,071
Affordable Care Act (ACA) - Consumer Assistance Program Grants	93.519	N/A	N/A	15,004
TANF Cluster				
Temporary Assistance for Needy Families	93.659	Southern NH Services	Unknown	322,816
Low Income Home Energy Assistance	93.588	State of NH, Office of Energy & Planning	1025874	\$ 3,291,858
Low Income Home Energy Assistance	93.588	State of NH, Office of Energy & Planning	1025858	<u>183,067</u>
Community Services Block Grant	93.589	State of NH, DHHS, Div. of Family Assistance	600731	3,474,923
CSBG - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	600731	322,907
Head Start	93.600	N/A	N/A	39,498
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of NH, DHHS, Bureau Drug and Alcohol Services	05-95-49-491510-29890000	2,127,540
				<u>60,783</u>
Total U.S. Department of Health & Human Services				<u>\$ 6,813,856</u>
U.S. Department of Homeland Security				
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown	\$ 1,078
Total U.S. Department of Homeland Security				<u>\$ 1,078</u>
TOTAL				<u>\$ 8,745,013</u>

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2017**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2017, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated October 11, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during

our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts
Professional Association*

October 11, 2017
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2017. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2017.

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon McDonnell & Roberts
Professional Association*

October 11, 2017
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2017**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, and Head Start, 93.600.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2016**

Department of Health and Human Services

2016-001 Head Start - CFDA No. 93.600 (material weakness)

Condition: In testing drawdowns for the Head Start program, it was noted that eight drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

Auditors' Recommendation: It was recommended that the Organization needed to strengthen controls over its cash management processes to ensure compliance with federal requirements. It was recommended that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

Current Status: The recommendation was adopted in December 2015.

Southwestern Community Services, Inc. Board of Directors - Composition - 2017 -

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Beth Fox
Asst. City Manager/HR Director
City of Keene

Mary Lou Huffling
Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

Jessi Parent
Chair, Head Start Policy Council
Parent Representative

Penny Despres
New Hope New Horizons
Program Representative

**PRIVATE
SECTOR**

Elaine Amer, Clerk/Treasurer
Amer Electric Company (*retired*)

Anne Beattie
Newport Service Organization

Kevin Watterson, Chair
Clarke Companies

Scott Croteau, Vice Chairperson
VP Savings Bank of Walpole (*retired*)

**PUBLIC
SECTOR**

Leroy Austin
Building Inspector
Town of Winchester

David Edkins
Administrator, Planning & Zoning
Town of Charlestown

Molly Kelly
State Senator, District 10 (*retired*)

Raymond Gagnon
State Representative, District 5

Jessie Levine
Sullivan County Manager

John A. Manning



Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Executive Officer of a large community action agency.

Experience

2014--Present Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Has overall strategic and operational responsibility for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Responsibilities include maintaining ongoing excellence, rigorous program evaluation and consistent quality of finance, administration, fundraising, communications and systems; Works with the Board of Directors and management team to implement the objectives of SCS's strategic plan. Actively engages and energizes volunteers, board members, event committees, partnering organizations and funders. Develops and maintains strong relationships with the Board of Directors and serve as ex-officio member of the Board. Leads, coaches, develops and retains a high-performance management team. Ensures effective systems are in place to measure work performance, provide regular feedback to funding sources and community partners.

1990--2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

Education

1971-1975 University of Mass. Amherst, Ma.

- B.S. Business Administration in Accounting

Organizations

American Institute of Certified Public Accountants
NH Society of Certified Public Accountants

Margaret Freeman



Experience

2000 – Present

Southwestern Community Services Inc.

Keene, NH

Chief Financial Officer (2014 – present)

Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of \$18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting functions, implementation and monitoring of internal controls, reporting financial position to the Board of Directors, preparation of the annual A-133 audit, member of agencies Senior Staff.

Fiscal Director (2000-2014)

Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000

Emile J. Legere Management Corp

Keene, NH

Accountant

Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH

M.B.A., 1999

Keene State College, Keene, NH

B.S., Management, 1991; concentration Mathematics and Computer Science

CRAIG A. HENDERSON

SUMMARY OF QUALIFICATIONS

- Proficient in: Word, Excel, PowerPoint, Internet, Outlook, Photoshop,
- Ability to prioritize in a fast paced environment and to learn new tasks quickly and effectively
- Dedicated, reliable and responsible
- Extensive background in Social Services, Property Management, Finance, and Customer Service

EDUCATION

- B.A Psychology with a specialization in counseling May, 1999
- B.S Business Management
Keene State College
Keene, NH 03435

EMPLOYMENT HISTORY

Henderson & Bosley Property Management 8/02-Present
President Keene, NH

- Adhering to NH State housing laws and government housing programs
- Advertising and marketing of vacant apartments, Creating leases, Performing credit checks
- Property inspections and maintenance- including basic carpentry, landscaping etc.
- Research and management of investment opportunities

Southwestern Community Services 10/07-Present
Director of Housing Stabilization Services

- Designs and implements systems to provide efficient operation of all Housing Stabilization programs.
- Manages and leads assigned staff to ensure SCS policies and procedures are followed in a manner consistent with the organization's mission, values, and culture.
- Participates in the hiring of new employees and oversees the orientation and training of all assigned staff.
- Maintain compliance with State/Government/Agency protocols, procedures, and reporting.

Southwestern Community Services 10/07-Present
Assistant Director of Housing Stabilization Services Keene, NH

- Monitor quality of services, operation of assigned programs, facilities, and staff.
- Process and certify tenant/client applications for all Supportive Housing Programs; facilitate move-in process; track and collect rents/subsidies utilizing Classic Real Estate Software; track and collect all match documentation; recertify tenants when necessary and in a timely manner.
- Maintain compliance with State/Government/Agency protocols, procedures, and reporting.

Southwestern Community Services 02/03-10/07
Long Term Transitional Housing Program Administrator Keene, NH

- Responsibilities include: Assisting the homeless of Cheshire County with budgeting and referrals to other needed services; Advocating on behalf of clients to create new networks and improve current relationships; providing counsel through tough transitions, as well as, creating and maintaining an environment of success through programs such as Mediation Training, Consumer Credit Counseling, Psychological Therapy, Parenting Classes, and First Time Homebuyers programs.
- Basic maintenance of shelter properties and inventory control
- Responsible to track data and create statistical reports based on information collected to assist in budget allocations for Southwestern Community Services

Coldwell Banker / Tattersall 1/02-3/04
Real Estate Sales Associate Keene, NH

- Assisting buyers and sellers of real estate through customer/client interaction
- Informing clients/customers of federal and state regulations, financing options, and negotiating
- Creating marketing plans and researching pricing through competitive market analysis

- Assured accurate and consistent real-estate assessments with the emphasis in field work
- Position required strong attention to detail with the emphasis in property measurement and appraisal as well as requiring strong customer skill by acting as a liaison between town assessors office and the property owner

**Monadnet
Customer Service Supervisor**

**8/99-8/01
Keene, NH**

- Responsibilities include maintaining all major accounts and new account data; managing projects and delegating responsibilities, A/R and A/P reconciliation, Collections of delinquent accounts.
- Financial Analysis and Trend Monitoring, Billing Systems Analyst
- Direct mediation and resolution of customer service issues.

AWARDS RECEIVED

- Delta Mu Delta: National Business Honor Society
- Psi Chi: National Psychology Honor Society

CONTINUING EDUCATION AND CERTIFICATIONS

04/18/2007 Certified Occupancy Specialist – National Center for Housing Management

09/23/2008 Successful completion of “Landlord and Tenant Law” seminar – Lorman Educational Services

02/23/2016 HUD Certified Housing Quality Standards Inspector

01/21/2016 Completed 8.5 hours of Nonviolent Crisis Intervention training

04/26/2013 Certification in Fair Housing Law – Granite State Managers Association

08/10/2016 Blood Borne Pathogen Training

08/24/2016 6 hours of comprehensive low income housing tax credit training – Johnson Consulting Services, Inc

Contractor Name: Southwestern Community Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Manning	CEO	\$132,080	0	0
Meg Freeman	CFO	\$90,854	0	0
Craig Henderson	Director of Housing Stabilization	\$50,003	60%	\$30,000

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

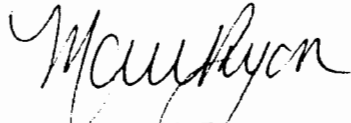
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide


Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

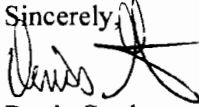
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.18

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$305,902 from \$627,804 to read: \$933,706.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Mary Ann Pagan
Name: Mary Ann Pagan
Title: Director

Southwestern Community Services, Inc.

May 10, 2017
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on May 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.



Leisa J. Perrotta
Signature of Notary Public or Justice of the Peace
Leisa J. Perrotta, Notary
Title of Notary or Justice of the Peace

My Commission Expires: 2-6-18

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/26/17
Date


Name: Megan A. Yoda
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed	\$313,902.00
SFY17	not to exceed	\$313,902.00
SFY18	not to exceed	\$305,902.00
July 1, 2015 – June 30, 2018:	not to exceed	\$933,706
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$382,412.50
Emergency Shelter Services	\$535,293.50
Gaps	<u>\$16,000.00</u>
Total program amount	\$933,706.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE**
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #1

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 5.2 of this Agreement.

gm
5/10/17



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

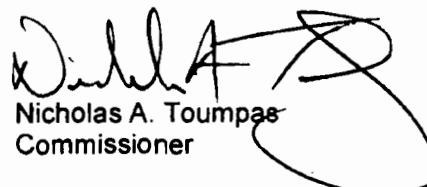
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-in-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BHHS-02
RFP Number

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way PO Box 603 Keene NH 03431-0603	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$627,804
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>John A Manning</i>		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>6/29/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Ella Weber</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Ella Weber</i>			
1.14 State Agency Signature <i>Mary Ann Conway</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN CONWAY</i> ASSOCIATE COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. York</i> Attorney On: <i>7/31/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

gm
6/29/15

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: gm
Date: 6/29/15

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: Jm
Date: 6/29/16

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

gm
6/29/15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$313,902.00
SFY17 not to exceed \$313,902.00

July 1, 2015 – June 30, 2017: not to exceed \$627,804.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services \$153,021.00
Emergency Shelter Services \$458,783.00
Gaps \$16,000.00
Total program amount \$627,804.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

4. USE OF GRANT FUNDS

4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C – Special Provisions

Contractor Initials

Date



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin* discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C – Special Provisions

Contractor Initials

JM

06/27/14

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Date

6/29/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Exhibit C-1 - Revisions to General Provisions

Contractor Initials

gm
Date 6/29/15



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

6/29/15
Date

Contractor Name: Southwestern Community Services, Inc.
John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Contractor Initials Jm
Date 6/29/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6/29/15
Date

Contractor Name: Southwestern Community Services, Inc.

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Exhibit E - Certification Regarding Lobbying

Contractor Initials JM

Date 6/29/15



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6/29/15
Date

Contractor Name: Southwestern Community Services, Inc.
Name: John A. Manning
Title: Chief Executive Officer



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Jm

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

6/29/15
Date

Contractor Name: Southwestern Community Services, Inc.

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Exhibit G

Contractor Initials JM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/27/14
Rev 10/21/14

Page 2 of 2

Date 6/29/15



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.

6/29/15
Date

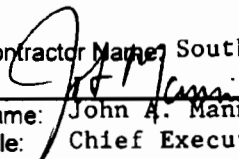
Contractor Name: Southwestern Community Services, Inc.

Name: John A. Manning
Title: Chief Executive Officer

Exhibit H - Certification Regarding
Environmental Tobacco Smoke
Page 1 of 1

Contractor Initials JM
Date 6/29/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Jm

6/29/15



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials fm

Date 6/29/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Jm



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
Mary Ann Cooney
 Signature of Authorized Representative
MARY ANN COONEY
 Name of Authorized Representative
ASSOCIATE COMMISSIONER
 Title of Authorized Representative
7/17/15
 Date

Southwestern Community Services, Inc.
 Name of the Contractor
J.A. Manning
 Signature of Authorized Representative
John A. Manning
 Name of Authorized Representative
Chief Executive Officer
 Title of Authorized Representative
6/29/15
 Date

Contractor Initials Jm

Date 6/29/15



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

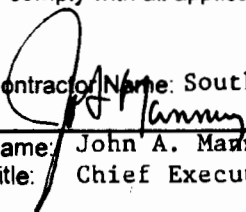
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

6/29/15
Date

Contractor Name: Southwestern Community Services, Inc.

Name: John A. Manning
Title: Chief Executive Officer

Contractor Initials JM
Date 6/29/15



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081251381
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this December 12, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Bridge House, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 260 Highland Street, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$140,000 from \$420,000 to read: \$560,000.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

The Bridge House, Inc.

1-19-2018
Date

[Signature]
Name:
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on January 19, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Holly J. Cormiea
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 6, 2018

HOLLY J. CORMIEA
Notary Public - New Hampshire
My Commission Expires November 6, 2018

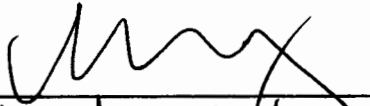
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/16
Date


Name: Megan D. Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$140,000.00
SFY17	not to exceed \$140,000.00
SFY18	not to exceed \$140,000.00
SFY19	not to exceed \$140,000.00

July 1, 2015 – June 30, 2019: not to exceed \$560,000.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$560,000.00
Total program amount	\$560,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

Bidder/Program Name: The Bridge House		New Hampshire Department of Health and Human Services							
Budget Request for: State Grant-In-Aid Funds									
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)									
1. Total Salary/Wages	\$ 264,800.00		\$ 264,800.00	\$ 159,800.00		\$ 159,800.00	\$ 105,000.00	\$ -	\$ 105,000.00
2. Employee Benefits	\$ 63,500.00		\$ 63,500.00	\$ 28,500.00		\$ 28,500.00	\$ 35,000.00	\$ -	\$ 35,000.00
3. Consultants	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Medical	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
Office	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 39,148.00		\$ 39,148.00	\$ 39,148.00		\$ 39,148.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ -	\$ -	\$ -
Postage	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 13,000.00	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ -
Insurance	\$ 1,260.00		\$ 1,260.00	\$ 1,260.00		\$ 1,260.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 4,500.00	\$ 4,500.00		\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 405,208.00	\$ 34,100.00	\$ 439,308.00	\$ 265,208.00	\$ 34,100.00	\$ 299,308.00	\$ 140,000.00	\$ -	\$ 140,000.00

Indirect As A Percent of Direct

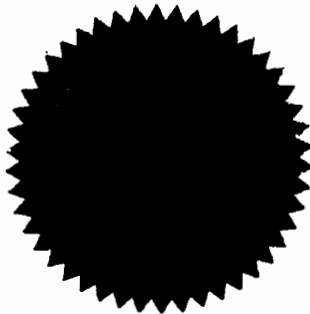
8.4%

Contractor Initials: *CB*
 Date: *3-23-2018*

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Bridge House, Inc. is a New Hampshire nonprofit corporation formed February 24, 2004. 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 1st day of July A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tara Gowen, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of THE Bridgehouse.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/19/18:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29 day of March, 2018.
(Date Amendment Signed)

4. Catherine Bentzen is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

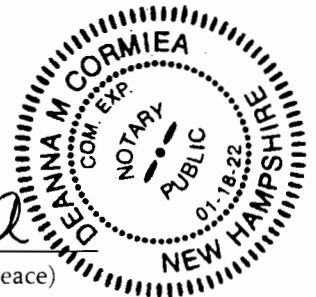
STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 29th day of March 2018

[Signature]
By Tara Gowen
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)



(NOTARY SEAL)

CERTIFICATE OF VOTE

I, Barbara B. Fahey, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of BRIDGE HOUSE INC
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 6, 2017
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19 day of January, 2018.
(Date Amendment Signed)

4. C. B. Wood is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Barbara B. Fahey
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 19th day of January, 2018.

By Barbara B. Fahey
(Name of Elected Officer of the Agency)

Holly J. Cormiea
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: November 6, 2018

HOLLY J. CORMIEA
Notary Public - New Hampshire
My Commission Expires November 6, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: pat@esinsurance.net	FAX (A/C, No): (603)293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED The Bridge House, Inc. 260 Highland Street Plymouth NH 03264	INSURER A: Great American Ins Group	NAIC #
	INSURER B: Deerfield Insurance Co.	38970F
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2017 w/upd WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC4250488-02	08/19/2017	08/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CAP4250489-02	08/19/2017	08/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC0037234-06	09/10/2017	09/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Funding

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Dept of Health & Human Serv
 Bureau of Homeless & Housing
 129 Pleasant Street
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pat M Mack

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BRIDGE HOUSE
A Homeless Shelter

260 Highland Street Plymouth, New Hampshire 03264 603/536-7631 fax 603/536-1175

VISION: Housing stability and family strengthening.

VALUES: The Bridge House values safety, sobriety, self-sufficiency, and community. The Bridge House provides supportive services and programs with dignity, respect, and compassion.

MISSION: Ending homelessness one family at a time by serving every person who enters the Bridge House.

THE BRIDGE HOUSE, INC.
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

June 30, 2016 and 2015

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ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
The Bridge House, Inc.
Plymouth, New Hampshire

We have audited the accompanying financial statements of The Bridge House, Inc., which comprises the statements of financial position as of June 30, 2016 and 2015 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

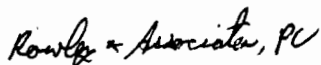
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Bridge House, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Rowley & Associates, P.C.
Concord, New Hampshire
October 28, 2016

THE BRIDGE HOUSE, INC
STATEMENTS OF FINANCIAL POSITION
June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
CURRENT ASSETS		
Cash, unrestricted	\$ 884,187	\$ 602,484
Cash, restricted	-	63,120
Contracts receivable	-	1,500
TOTAL CURRENT ASSETS	<u>884,187</u>	<u>667,104</u>
FIXED ASSETS		
Building and improvements	906,737	906,737
Furnishings and equipment	72,893	72,893
Total Fixed Assets	<u>979,630</u>	<u>979,630</u>
Less accumulated depreciation	<u>(270,154)</u>	<u>(254,863)</u>
	<u>709,476</u>	<u>724,767</u>
TOTAL ASSETS	<u>\$ 1,593,663</u>	<u>\$ 1,391,871</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 4,559	\$ 2,789
Accrued payroll expenses	5,044	4,622
Accrued compensated absences	4,494	644
TOTAL CURRENT LIABILITIES	<u>14,097</u>	<u>8,055</u>
NET ASSETS		
Unrestricted net assets	879,566	620,696
Temporarily restricted net assets	700,000	763,120
TOTAL NET ASSETS	<u>1,579,566</u>	<u>1,383,816</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,593,663</u>	<u>\$ 1,391,871</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2016

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
SUPPORT AND REVENUE			
State and Federal Contracts	332,297	-	332,297
Grants	35,000	-	35,000
Contributions	65,244	20,082	85,326
Special Events	9,333	-	9,333
Fees	16,216	-	16,216
Thrift Shop Sales	252,251	-	252,251
Interest	3,427	-	3,427
TOTAL SUPPORT AND REVENUE	<u>713,768</u>	<u>20,082</u>	<u>733,850</u>
Net assets released from donor imposed restrictions	<u>83,202</u>	<u>(83,202)</u>	<u>-</u>
EXPENSES			
Program Services	496,056	-	496,056
Management and general	28,879	-	28,879
Fundraising	13,165	-	13,165
	<u>538,100</u>	<u>-</u>	<u>538,100</u>
Increase (decrease) in net assets	258,870	(63,120)	195,750
Net Assets, Beginning of year	<u>620,696</u>	<u>763,120</u>	<u>1,383,816</u>
Net assets, End of year	<u>\$ 879,566</u>	<u>\$ 700,000</u>	<u>\$ 1,579,566</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2015

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
SUPPORT AND REVENUE			
State and Federal Contracts	\$ 59,525	\$ -	\$ 59,525
Grants	85,000	15,759	86,500
Contributions - Cash	40,841	81	40,922
Special Events	19,457	-	19,457
Fees	11,565	-	11,565
Thrift Shop Sales	99,534	-	99,534
Interest	4,735	-	4,735
TOTAL SUPPORT AND REVENUE	<u>320,657</u>	<u>15,840</u>	<u>322,238</u>
Net assets released from donor imposed restrictions	<u>(14,259)</u>	<u>(14,259)</u>	<u>-</u>
EXPENSES			
Program Services	319,873	-	319,873
Management and general	34,724	-	34,724
Fundraising	16,160	-	16,160
	<u>370,757</u>	<u>-</u>	<u>370,757</u>
Increase (decrease) in net assets	(64,359)	15,840	(48,519)
Net Assets, Beginning of year	<u>685,055</u>	<u>747,280</u>	<u>1,432,335</u>
Net assets, End of year	<u>\$ 620,696</u>	<u>\$ 763,120</u>	<u>\$ 1,383,816</u>

THE BRIDGE HOUSE, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 195,750	\$ (48,519)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Decrease in restricted cash	63,120	12,447
Depreciation	15,291	18,019
(Increase) decrease in Operating Assets		
Contracts receivable	1,500	76,008
(Decrease) increase In Operating Liabilities		
Accounts payable	1,770	(1,758)
Accrued payroll	422	(2,391)
Accrued compensated absences	3,850	(2,399)
	<u>281,703</u>	<u>51,407</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>281,703</u>	<u>51,407</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Purchases of property and equipment	-	(14,260)
	<u>-</u>	<u>(14,260)</u>
NET INCREASE IN UNRESTRICTED CASH	281,703	37,147
UNRESTRICTED Cash, beginning of year	<u>602,484</u>	<u>565,337</u>
UNRESTRICTED Cash, end of year	<u>\$ 884,187</u>	<u>\$ 602,484</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

NOTE 1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Bridge House was incorporated in 2004, under the laws of the State of New Hampshire, as a “not-for-profit” organization. In accordance with its Mission Statement, the not-for-profit organization provides shelter and services, including case management, to the homeless population of the community to help them find and maintain permanent housing. Residents are provided with services that include budgeting and credit counseling, parenting classes, substance abuse counseling, and assistance in acquiring additional services from other state and federal programs.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization’s financial statements. The financial statements and notes are representations of the Organization’s management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Financial Statement Presentation

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Unrestricted net assets balances as of June 30, 2016 and 2015 totaled \$879,566 and \$620,696 respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Temporarily restricted net assets balances as of June 30, 2016 and 2015 totaled \$700,000 and \$763,120 respectively.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. As of June 30, 2016 and 2015 the Organization had no permanently restricted net assets.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

NOTE 1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of \$100 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation Expense was \$15,291 and \$18,019 for the years ended June 30, 2016 and 2015, respectively.

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. For the years ended June 30, 2016 and 2015 the Organization had no cash equivalents.

Income Taxes

The Organization is exempt from federal income tax under Section 501(c)(3) of the U.S. Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under section 509(a)(2).

Pledges (Contracts) Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. Contributions of long-lived assets are considered unrestricted unless the donor specifies a time-restriction.

The Organization provides for losses on grants and pledges receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and pledges receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to pledges receivable as of June 30, 2016 and 2015 because all amounts were deemed collectable.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

NOTE 1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Public Support and Revenue

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Functional Expenses

Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the related activities.

Compensated Absences

It is the Organization's policy to permit certain employees to accumulate earned benefit time throughout the year which will be paid upon termination

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2016 and 2015.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2. CONCENTRATION OF RISK

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Organization up to \$250,000. At June 30, 2016 and 2015 the Organization had \$383,860 and \$187,012 in uninsured balance respectively.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

NOTE 3. CONCENTRATION IN SUPPORT REVENUE

Government and private sector grants accounted for approximately 45% and 79% of the Organization's revenues for the years ended June 30, 2016 and 2015, respectively. Contributions accounted for approximately 12% and 11% of the Organization's revenues for the years ended June 30, 2016 and 2015, respectively.

NOTE 4. CONTRACTS RECEIVABLE

Contracts receivable are comprised primarily of State of New Hampshire, Grafton County and Town of Plymouth service agreements. In addition a private foundation has pledged support for the Organization.

NOTE 5. TEMPORARILY RESTRICTED NET ASSETS

The Organization received a \$700,000 block grant from the Town of Plymouth, NH to assist with the construction of a new facility during the year ended June 20, 2005. A mortgage deed in the amount of \$670,000 related to this grant has been recorded against the title of the property. The Organization is required to continue the building's use as a homeless shelter for a period of twenty years. In the event of default, the Organization must return the funds or relinquish ownership of the building to satisfy the restrictions.

Temporarily restricted net assets include the following at June 30:

	<u>2016</u>	<u>2015</u>
Town of Plymouth, NH	\$700,000	\$700,000
Thrift Store Start Up Funding	-	61,307
Veterans Expenses	-	<u>1,813</u>
Total Temporarily Restricted Net Assets	<u>\$700,000</u>	<u>\$763,120</u>

NOTE 6. OPERATING LEASE

Effective October 5, 2004, the Organization entered into a lease agreement with Whole Village Family Resource Center to lease a portion of the Center's Premises. The term of the lease is for 50 years and expires October 4, 2054. The rent is \$1 plus incremental costs, which are defined as snow removal, repairs, lawn care and landscaping, utility services, water and sewer, insurance and other incidental costs incurred by the Organization use of the premise. There is no lease expense for the years ending June 30, 2016 and 2015. Incremental costs of use of the premise are included in operating expenses and allocated by function.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

Note 7. TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization reports its activities on federal form 990 annual information return and does not believe it has done anything during the past year that would jeopardize its tax-exempt status at either the state or Federal level. These filings are subject to review by the taxing authorities and the federal income tax returns for 2015, 2014, and 2013 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE 8. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2016 and 2015 the Organization had no financial instruments subject to the disclosure requirements. Cash, contracts receivable, accounts payable and accrued expenses reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

NOTE 9. CONTINGENT LIABILITIES

The Organization receives money under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds were found not to have been made in compliance with the proposal, the Organization might be required to return this portion of funds to the grantor. As of June 30, 2016 and 2015, there were no known disallowed expenditures and the Organization's management deems such a contingency unlikely. Accordingly, no provision has been made for this contingency.

NOTE 10. SUBSEQUENT EVENTS

Management has considered subsequent events through October 28, 2016, the date the financial statements were available to be issued. At that time, there were no material subsequent events.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
The Bridge House, Inc.
Plymouth, New Hampshire

Our report on our audit of the basic financial statements of The Bridge House, Inc. as of and for the years ended June 30, 2016 and 2015 our report dated October 28, 2016, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 28, 2016

THE BRIDGE HOUSE, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2016

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>
Payroll	\$ 217,979	\$ 13,064	\$ 10,887	\$241,930
Payroll taxes	21,333	1,279	1,065	23,677
Fringe benefits	24,291	1,456	1,213	26,960
Total payroll and benefits	<u>263,603</u>	<u>15,799</u>	<u>13,165</u>	<u>292,567</u>
Professional fees	14,480	1,609	-	16,089
Telephone and internet	2,859	-	-	2,859
Office expense	25,386	2,820	-	28,205
Depreciation	13,762	1,529	-	15,291
Rent	1,500	-	-	1,500
Utilities	18,220	2,024	-	20,244
Common Area Charges	3,618	402	-	4,020
Maintenance and Repairs	37,669	4,185	-	41,854
Supplies	19,353	-	-	19,353
Vehicle expense	12,111	-	-	12,111
Travel, Training, and Conferences	4,403	-	-	4,403
Insurance	13,815	-	-	13,815
Criminal records search	96	-	-	96
Direct client services	60,572	-	-	60,572
Website & Marketing	4,610	512	-	5,122
TOTAL EXPENSES	<u>\$ 496,056</u>	<u>\$ 28,879</u>	<u>\$ 13,165</u>	<u>\$538,100</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2015

	Program Services	Management & General	Fundraising	Total
Payroll	\$ 180,383	\$ 10,811	\$ 9,009	\$200,202
Payroll taxes	16,510	988	824	18,322
Fringe benefits	6,500	390	326	7,216
Total payroll and benefits	<u>203,393</u>	<u>12,189</u>	<u>10,160</u>	<u>225,740</u>
Professional fees	3,714	14,859	-	18,573
Telephone and internet	2,811	-	-	2,811
Office expense	7,606	845	-	8,451
Depreciation	16,217	1,802	-	18,019
Rent	1,250	-	1,820	3,070
Utilities	21,536	2,393	-	23,929
Common Area Charges	3,015	335	-	3,350
Maintenance and Repairs	13,072	1,453	-	14,525
Supplies	12,596	-	4,180	16,776
Vehicle expense	5,096	-	-	5,096
Travel, Training, and Conferences	4,350	-	-	4,350
Insurance	15,141	-	-	15,141
Criminal records search	96	-	-	96
Direct client services	833	-	-	833
Website & Marketing	7,638	849	-	8,487
Miscellaneous	1,510	-	-	1,510
TOTAL EXPENSES	<u>\$ 319,873</u>	<u>\$ 34,724</u>	<u>\$ 16,160</u>	<u>\$370,757</u>

See Independent Auditors' Report and Notes to Financial Statements

Temporarily restricted contributions
Tuesday, June 30, 2015

Donations		
Apartment rebuild		\$ 50,000.00
Thrift Shop		116,000.00
(less) TR spending	6/30/2014	<u>(90,433.00)</u>
		75,567.00
(less) TR spending	6/30/2015	<u>(14,259.43)</u>
		61,307.57
Donations for Veterans Expenses	6/30/2015	<u>1,812.65</u>
Total TR contributions		<u>63,120.22</u>
Add existing TR NA		
Plymouth Block Grant		<u>700,000.00</u>
Net temporarily restricted NA		<u><u>\$ 763,120.22</u></u>

BRIDGE HOUSE SHELTER AND VETERANS ADVOCACY - BOARD OF DIRECTORS**260 HIGHLAND STREET PLYMOUTH, NH 03264**

NAME	EMAIL	PHONE	ADDRESS	POSITION (TERM)
Melinda Barnsley	[REDACTED]	[REDACTED]	[REDACTED]	member (9/16-9/19)
Flora Boyce	[REDACTED]	[REDACTED]	[REDACTED]	Secretary
Denise Castonguay	[REDACTED]	[REDACTED]	[REDACTED]	Development Committee Chair 2/15-2/18
Barbara Fahey	[REDACTED]	[REDACTED]	[REDACTED]	Treasurer and Finance Committee Chair
Julaine Geldermann	[REDACTED]	[REDACTED]	[REDACTED]	member 8/16-8/19
Tara Gowen	[REDACTED]	[REDACTED]	[REDACTED]	Vice President 8/16-8/19
Karen Langley	[REDACTED]	[REDACTED]	[REDACTED]	member 9/16-9/19
Sheila Oranch	[REDACTED]	[REDACTED]	[REDACTED]	member 9/16-9/19
Betsy Scrafford	[REDACTED]	[REDACTED]	[REDACTED]	President 2/15 - 2/18 and Governance Committee Chair
Sara C Tracy	[REDACTED]	[REDACTED]	[REDACTED]	member 8/16-8/19
BRIDGE HOUSE SHELTER AND VETERANS ADVOCACY				
Cathy Bentwood	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Holly Cormiea	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Catherine Bentwood RN

Qualifications:

Leadership experience with three non-profit agencies
NH Registered Nurse License# 034589-21
Proven record of building partnerships, collaborative networking
Skilled in physical/mental health care and patient education

Employment:

Jan 2009 - Executive Director Bridge House Homeless Shelter to present
1989-2008 Patient advocate/evaluator/minor-op assistant general surgery office
1979-1987 Owner/developer Bodyworks Plymouth, NH
Planning and delivery full service health fitness for all ages
Researched/designed ongoing training for all instructors
Organized/designed all New England professional development workshop
1966-1973 St. Elizabeth's Hospital, Boston, MA - ICU
NE Deaconess, Boston, MA -ICU
South Coast Hospital, Laguna Beach, CA- M&S
Registered Nurse, Roosevelt Hospital School of Nursing, NYC

AWARDS:

2012 NHCF Lakes Region Leadership Award for work on ending homelessness for veterans
2012 PSU Granite State Service Award
2009 Chamber of Commerce/ James C Hobart Award
2001 Robert Craft/New England Patriots Community Champion Award - Co Recipient
1998 Rotary Citizen of the Year Award - Co Recipient

Volunteerism and Related experience:

2014 to present North Country Veterans Center Committee Board Member
2014 to present NH Charitable Foundation Board Member

BRIDGEHOUSE SHELTER:

2010 - Initiated local collaboration to provide housing for homeless veterans.
2011 - 6th Annual Community Family Fun Fair
2011 - Third annual statewide "Directors' Unplugged" brainstorm
2009 - Lead BH "Green" Initiative
2008 - Bridge House Board of Directors since 2001

NH PEACE ACTION:

2011 - Development team member since 1999
1999 - Facilitated ongoing partnership between NHPA and NH businessman Alex Ray

PLYMOUTH REGIONAL FREE CLINIC:

1997 - present: Volunteer on a rotating basis as clinic RN
2004 - present: VP Board of Directors

CASA VOLUNTEER

2000-2002

Court Appointed Special Advocate for children at risk

LICENSED NH FOSTER PARENT

1975-2006 - Additionally, sponsored families from Vietnam, Rwanda, Honduras

WORLD PEACE INITIATIVE

2010 - January & June member of volunteer team serving in Haiti
2005 - Assisted in post Katrina clean-up 7 services
1999 Delivered medicine/as anti-sanction witness on international delegation, Baghdad, Iraq

Holly Cormier

[REDACTED]

[REDACTED]

Objective: To advocate on behalf of area's population experiencing homelessness: To assist people in the community maintain housing stability: To advocate for children at risk

Experience: 2003 – Present (2015) The Bridge House Plymouth NH

Manager Responsibilities:

- Welfare Officer – part time
- PATH Official for Grafton County (southern tier)
- Manage daily operation of 20 bed homeless shelter
- Handle all aspects of plant operation, purchasing, and maintenance
- Integrate services with other area providers
- Works in conjunction with ED and rest of staff

1998- Present Lakes Region Community Service Council Plymouth NH

Direct Support Provider

- Developed a program activities
- Complete daily monthly reports
- Participating individual service agreements
- Assist with activities of daily living
- Consumer employment support

Education, Training, & Accomplishments

- CPR – and all other required staff development programs
- Medication Administration per HeM – 1201
- Reality Therapy & Choice Therapy
- Defensive Driving
- HMIS Administrator
- Community Outreach
- Community Integration
- Child Advocate

Very proud single parent of three wonderful sons

Nancy Russell

Objective:

I have a strong desire to make people who are experiencing homelessness feel comfortable & safe. Making people feel wanted & a sense of community is my goal within the workplace.

Training:

Smoke Cessation (DHHS) 2014
Safety Seeking (Jen Stone) 2014
Professional Development (Kim Giles MSW) 2013
Lizard Brain (Shirley Bemis MSW) 2013
Motivational Interviewing (Jane) 2013
NH Housing Coalition Conference 2012
CPI certification (Concord NH) 2012
JIRA certification (therapeutic restraint technique) 2012

Experience:

September 2007- present. Bridge House Inc. 260 Highland Street. Plymouth NH 03264. (603) 5367631 contact- Supervisor Cathy Bentwood. Responsibilities include: Preparing house meals. Assure participants follow Bridge House rule & regulations. Laundry; rags, towels, house laundry, bedding, etc. Cleaning rooms once participant leave Bridge House. Cleaning house & oversee house chores are being completed. Transportation responsibilities. Unlock med room & supervise medication intake. Answer phone & emergency intakes. Referrals to other housing options. Personal care (participants who these needs are not being met ie elderly/disabled). Conflict resolution. Daily documentation. Continued presentation of positive socialization & interactions within the Bridge House community.

September 2012- present. Hunter School (Therapeutic Boarding School) 768 Dow Town Rd. Rumney NH 03266 (603) 7862283 Contact- Supervisor Jamie Parent Job description House Parent responsibilities include: conflict resolution, prepare nutritious meals, rules & regulation follow through, encourage a caring & loving environment for children, activity coordination, transportation, motivate & mentor, positive interactions & socialization.

April 2006 to 2009. Lakes Region Community Services Council. Tenny Mountain Highway. Plymouth NH 03264. (603) 5364999 Contact- Supervisor Sarah Brown Job description Direct support professional. Responsibilities include: supervised individuals with disabilities at their jobs & in community. Assisted in life skills development. Transportation.

Education:

Stoughton High School. Stoughton Massachusetts
New England Sinai Hospital (CNA certification)
Environmental Services Certification (Level 1)

Michael Doyle

Objective:

Using my skills to end the cycle of homelessness for each person who enters Bridge House Inc.

Trainings:

CPI certification (Ryan Barber) 2015
Bridges Out Of Poverty (Judge Prudence Pease) 2014
Choice Therapy (Jay Apicelli) 2014
NH Conference On Homelessness 2014
Smoke Cessation (DHHS) 2014
Safety Seeking (Jen Stone) 2014
NH Housing Coalition Conference (NHHA) 2014
Professional Development (Kim Giles MSW) 2013
Lizard Brain (Shirley Bemis) 2013
NH/VT Homeless Veterans Conference (2013)
Motivational Interviewing (Jane) 2013

Experience:

Bridge House Inc.(Plymouth Family/Veteran Shelter)

260 Highland Street. Plymouth NH 03264 (603) 5367631

2000-present: Current Responsibilities-House Supervisor/ Case

Advocate/Budgeting/ Employment & Housing Specialist: Responsibilities-emergency intake and intervention. Secure participants safety & security within Bridge House. Medication supervision. Daily enforcement of rules & regulations. Positive interactions with participants on daily basis, consisting of welcoming socialization & encouraging guidance. Documentation & reporting to superiors daily. Complete background checks & refer clients to other service to aid them & family. Assure that budget is being implemented & followed through with weekly. Finding safe & secure long-term housing & employment opportunities. Consistently providing outreach to participants (present & past)

Hunter School (Therapeutic Boarding School)

768 Doe Town Rd. Rumney NH 03266 (603) 7862283

2010-present: Teacher Aide/ House Parent/ Crisis Intervention Counselor

Lakes Region Community Service Council (LRCSC)

Tenny Mountain Highway. Plymouth NH 03264 (603) 5364999

2004-2009 Direct Support Professional/ PSU Crew Supervisor

Experience:

1997-2000 Plymouth State University: Bachelor of Science Social Work (BSW)

2001 Internship (485hrs) Plymouth Regional Senior Center: Supervisor Karen Starks

SARA C. TRACY

Summary

My objective is to work with people in overcoming the obstacles leading to homelessness. The ultimate goal is to resettle people permanently in apartments suitable to the individual's need.

Skills

- CCAR Recovery Coach
- Housing Specialist
- Substance Abuse Prevention Skills Training
- NAMI Trainer Postvention Suicide Sudden Death
- Human Resources
- Self motivated
- Client account management
- Budgeting expertise
- Leadership/communication skills
- Problem Resolver

Core Accomplishments

Human Resources

- Updated guidelines which kept cost under budget and increase client visits threefold
- Boosted clients employment to an average of 1.5 hires per week
- Never left anyone without shelter that desired shelter over 5 years

Experience

Case Advocate and Recovery Coach for Participants Bridge House Shelter and Veteran's Advocacy	10/2016 to 05/2017 Plymouth, NH
Welfare Specialist as needed Town of Bridgewater	09/2014 to 05/2017 Bridgewater, NH
Assist with Doing The Most Good Salvation Army Area Coordinator	01/2012 to 05/2017 Franklin 7 Town area, NH
Welfare Director (Fair Hearing Officer 2005-present) City Of Franklin	09/2011 to 11/2017 Franklin, NH
Outreach to assist with housing, homeless and drug issues Community Area Churches	01/1998 to 05/2017 NH

Education and Training

Bachelor of Science: Community Development College for Life long Learning, ongoing (Hiatus due to Neurosurgery in 09) As of Junior year GPA 3.98	Concord, NH, USA
High School Diploma Belmont High	1977 Belmont, MA, USA

PATRICIA L. MURPHY

[REDACTED]

[REDACTED]
[REDACTED] (603) 410-1110

[REDACTED]

SUMMARY OF QUALIFICATIONS

- Significant experience with PC knowledge and skills; HMIS, Lexis-Nexis, Casemaker, Windows, NH LEADS, Excel and other various software programs;
- I have extremely strong interpersonal and organizational skills. I am excellent with people;
- Skilled and have a passion for deadline situations, I enjoy working in high volume environments, yet comfortable working both independently and as a member of an integral team.
- Excellent communication, research, and writing skills.
- Conscientious and thorough, with attention to detail.

RELEVANT EXPERIENCE

Bridge House- 260 Highland Street, Plymouth NH 03264

Case Advocate- November 1, 2015- through current

Nov 2015 to June 30 2016 ESG Administrator:

July 1, 2016 to present: Homeless Prevention/Rapid Rehousing Specialist.

“Getting Ahead in a Just Getting by World” co facilitator class with Marcia Morris.

Oct 2016 completely 40 hour Recovery Coach Training, Plymouth, NH.

Family Resource Center – 635 Main Street, Laconia NH 03246

Administrative assistant – May 1, 2010 –October 2015

Law Office of Gabriel Nizetic – 66 Highland Street, Plymouth NH 03264

Legal Assistant – June 2008 through March 2009

*(Laid off- Attorney Nizetic left the office to take a new position.)

Plymouth District Court – 26 Green Street, Plymouth NH 03264

Clerk II – January 2008 through June 2008

Plymouth Area Prosecutor’s Office – 26 Green Street, Plymouth NH 03264

Administrative assistant - June 2004 through January 2008.

John J. McCormack, Law Office – Main Street, Ashland NH 03217

Paralegal- March 2003 through June 2004.

James N. Shepherd Law Offices- Main Street, Tilton NH 03276

Paralegal – January 1999 through March 2003

EDUCATION and TRAININGS

New Hampshire Technical College

Paralegal and Criminal Justice studies 1998-2002

- **Certified Paralegal.**

West Bridgewater High school, West Bridgewater, MA

Winnisquam Regional High school, Tilton, NH

Recovery Coach Academy Training–October 2016

Conference on Homelessness in NH–September 2016

Assisted in facilitating “Getting Ahead in a just getting by world”

Notarial training

Odyssey trainings

State government trainings

REFERENCES

Judge Edward M. Gordon –Franklin District Court

744-2139

Chief Christopher Warn-Campton PD

726-8874

Nicole Fortune-Fortune Law PLLC

998-4920

James N. Shepherd, Esq

286-3106

Jay Apicelli

Current: Case Manager Belknap County Restorative Justice July 2015- Present

Responsible for tracking and managing adult felony/misdemeanor offenders and juvenile offenders. Including pretrial and bail supervision. Essential functions include: intake, drug testing, community reparative panels and restorative circles, ORAS Risk Assessment..

Owner:

Partnership for Restorative Justice Practices

Providing training and consulting services to school districts, churches and community groups regarding restorative justice practices, restorative circles and conferencing. Provides Batterer Intervention

Relevant Professional Experience:

Restorative Justice Director at Communities for a Drug Free Youth.2013- 2015

Responsible for the ongoing daily operations of the Restorative Justice Program serving 32 towns in Grafton County. Coordinated Restorative Justice Conferences processes; initial interviews of youthful offenders, victims and affected parties.

New Hampshire Department of Health and Human Services 2010- 2013

Before retiring from state employment on January 1, 2013, I was the Administrator of the John H. Sununu Youth Services Center (SYSC), Manchester NH. SYSC is a 144 bed a secure treatment facility serving the state of New Hampshire.

New Hampshire Bureau of Drug and Alcohol Services 2007 to 2010

Coordinated community drug and alcohol treatment projects. Administered state's statutorily required Multiple Offender Program, including supervision of 27 staff providing substance abuse evaluation, counseling, education and residential coordination to program participants

New Hampshire Department of Health and Human Services 1988 to 2006

Supervised ten juvenile probation and parole officers and support staff in Belknap County, including all hiring, staff development, performance evaluations, disciplinary and personnel actions
Oversaw two juvenile drug courts, including the supervision of the Licensed Alcohol and Drug Counselor (LADC) JPPO.,

Non-Profit Residential Group Home Experience:

Served as Director of Residential Services at Orion House, a sixteen bed male adolescent intermediate group home in Newport, NH; Oversaw daily operation of program activities and psychosocial treatment of residents; supervised fourteen staff members

Adult Educator Experience:

Adjunct Professor at Springfield College of Human Services as requested over the last several years. **Community**

Collaboration Experience:

Board Member Plymouth Mental Health Court (Grafton County)

Volunteer and work at Pemi Bridge House a homeless shelter in Plymouth NH

Expanded Restorative Justice Programs to two northern Grafton County locations North Haverhill and Littleton

Obtained mediation certification in early 1990's and engaged in numerous marital and family mediation sessions for Youth and Family Mediation programs in Grafton and Belknap counties

Certifications and Related Experience:

Received certification from the International Institute for Restorative Justice

Member of the William Glaser Institute with a certification in Reality Therapy, which includes Choice Theory and Lead Management

Education:

Master of Science; Springfield College of Human Services (1991)

Major: Human Services Administration

Bachelor of Science; New Hampshire College (1986)

Major: Human Services

CONTRACTOR NAME
The Bridge House

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cathy Bentwood	Executive Director	\$48,000	50%	\$24,000
Holly Cormiea	Asst Shelter Manager	\$41,600	50%	\$20,800
Sara Tracy	Case Manager	\$35,942	50%	\$17,971
Mike Doyle	Overnight Relief Staff	\$27,300	50%	\$13,650
Nancy Russell	Relief Staff	\$31,200	50%	\$15,600
Jay Apicilli	Therapist	\$7,800	50%	\$3,900
Tricia Murphy	Homeless Outreach & Rapid Rehousing Coordinator	\$31,200	50%	\$15,600

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

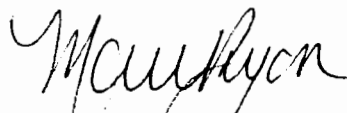
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

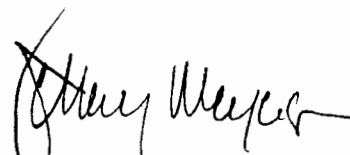
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

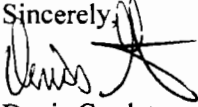
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.19

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Bridge House, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 260 Highland Street, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$140,000 from \$280,000 to read: \$420,000.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

C. Murrigan
Name: Maura Ryan
Title: Director

The Bridge House, Inc.

May 11, 2017
Date

Cathy Berwick
Name: Cathy Berwick
Title: Executive Director The Bridge House

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on May 11, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Holly J. Cormiea
Signature of Notary Public or Justice of the Peace

Holly J. Cormiea
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 6, 2018

HOLLY J. CORMIEA
Notary Public - New Hampshire
My Commission Expires November 6, 2018

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/24/17


Name: Megan A. Yule
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$140,000.00
SFY17	not to exceed \$140,000.00
SFY18	not to exceed \$140,000.00
July 1, 2015 – June 30, 2018:	not to exceed \$420,000.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$420,000.00
Total program amount	\$420,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
 - 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of



Exhibit B – Amendment #1

the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

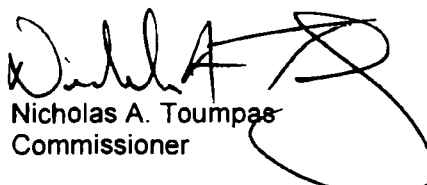
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

State Grant-in-Aid (SGIA) Funds**16-DHHS-OHS-BHHS-02****RFP Name****RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	182
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist


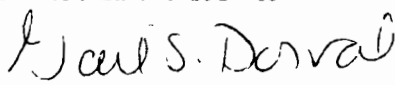
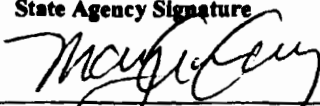
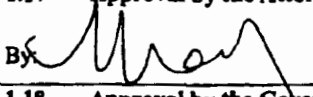
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Bridge House, Inc.		1.4 Contractor Address 260 Highland Street Plymouth NH 03264	
1.5 Contractor Phone Number 603-536-7631	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$280,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CATHY BENWOOD EXECUTIVE DIRECTOR - BRIDGE HOUSE	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>10th</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		GAIL S. DORVAL Notary Public - New Hampshire My Commission Expires July 24, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Gail S. Dorval			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Cooney Attorney 7/31/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

CS
7-10-15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

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7-10-15



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-In-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-In-Aid Funds Program;

SFY16	not to exceed \$140,000.00
SFY17	not to exceed \$140,000.00

July 1, 2015 – June 30, 2017: not to exceed \$280,000

Funds allocation under this agreement for State Grant-In-Aid Funds Program;

Intervention & Emergency Shelter Services	\$280,000.00
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Total program amount	\$280,000.00
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1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-In-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional abuse or molestation insurance coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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 GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: BRIDGE HOUSE INC

7-10-15
Date

CATHERINE BENTWOOD
Name:
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: BRIDGE HOUSE INC.

9-10-15
Date

CATHERINE BENTWOOD
Name:
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name BRIDGE HOUSE INC

7-10-15
Date

CATHERINE BENTWOOD
Name:
Title: EXECUTIVE DIRECTOR

Contractor Initials CB
Date 7-10-15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials CS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: BRIDGE HOUSE INC

7-10-15
Date

CATHERINE BENTWOOD
Name:
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials CB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

BRIDGE HOUSE INC

7-10-15
Date

CATHERINE BENTON

Name:

Title: *EXECUTIVE DIRECTOR*

CB

7-10-15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Signature]

2/10/15



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

CS

Date

9-10-15



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
The State

BRIDGE HOUSE INC
Name of the Contractor

Mary Ann Conway
Signature of Authorized Representative

Catherine Binwood
Signature of Authorized Representative

MARY ANN CONWAY
Name of Authorized Representative

CATHERINE BINWOOD
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

7/17/15
Date

7-10-15
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: BRIDGE HOUSE INC

7-10-15
Date

CATHERINE BENOUDA
Name:
Title: EXECUTIVE DIRECTOR



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 626410323
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Friends Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 202 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$208,727 from \$626,181 to read: \$834,908.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

The Friends Program, Inc.

2/9/18
Date

[Signature]
Name: Nancy Paul
Title: Executive Director



Acknowledgement of Contractor's signature:

State of New Hampshire County of Sherburne on 2/9/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Susan Cassidy-Lyon, Office mgr.
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/8/20

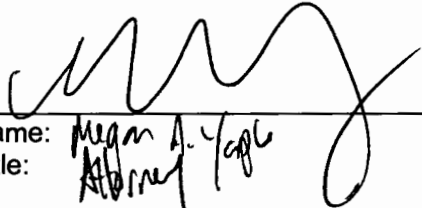


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date


Name: Megan A. Page
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$208,727.00
SFY17	not to exceed \$208,727.00
SFY18	not to exceed \$208,727.00
SFY19	not to exceed \$208,727.00

July 1, 2015 – June 30, 2019: not to exceed \$834,908 .00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$834,908
Total program amount	\$834,908
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #2

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services
Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.
 Bidder/Program Name: The Friends Program, Inc.
 Budget Request for: State Grant-In-Aid Funds
 Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 245,600.00	\$ -	\$ 245,600.00	\$ 50,600.00	\$ -	\$ 50,600.00	\$ 195,000.00	\$ -	\$ 195,000.00
2. Employee Benefits	\$ 45,176.00	\$ -	\$ 45,176.00	\$ 31,449.00	\$ -	\$ 31,449.00	\$ 13,727.00	\$ -	\$ 13,727.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,506.00	\$ -	\$ 1,506.00	\$ 1,506.00	\$ -	\$ 1,506.00	\$ -	\$ -	\$ -
6. Travel	\$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 30,765.00	\$ -	\$ 30,765.00	\$ 30,765.00	\$ -	\$ 30,765.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,655.00	\$ -	\$ 2,655.00	\$ 2,655.00	\$ -	\$ 2,655.00	\$ -	\$ -	\$ -
Postage	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 530.00	\$ -	\$ 530.00	\$ 530.00	\$ -	\$ 530.00	\$ -	\$ -	\$ -
Insurance	\$ 4,690.00	\$ -	\$ 4,690.00	\$ 4,690.00	\$ -	\$ 4,690.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,005.00	\$ -	\$ 3,005.00	\$ 3,005.00	\$ -	\$ 3,005.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 345.00	\$ -	\$ 345.00	\$ 345.00	\$ -	\$ 345.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 295.00	\$ -	\$ 295.00	\$ 295.00	\$ -	\$ 295.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll services	\$ 1,700.00	\$ -	\$ 1,700.00	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -
In-Kinds	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
Expense Allocations	\$ -	\$ 35,246.00	\$ 35,246.00	\$ -	\$ 35,246.00	\$ 35,246.00	\$ -	\$ -	\$ -
TOTAL	\$ 382,617.00	\$ 35,246.00	\$ 417,863.00	\$ 173,890.00	\$ 35,246.00	\$ 209,136.00	\$ 208,727.00	\$ -	\$ 208,727.00

Indirect As A Percent of Direct 9.2%

Contractor Initials *mmf*
Date *7/1/18*

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRIENDS PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 05, 1976. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **60670**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of March A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Joanne Gagnon, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Friends Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 2/7/18 :
(Date)

RESOLVED: That the Executive Director

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect

the 9th day of February, 2018.

(Date Amendment Signed)

4. Nancy M. Paul is the duly elected Executive Director

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)



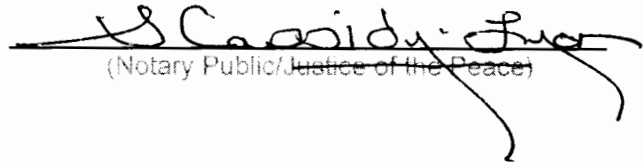
STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of Feb., 2018

By Joanne Gagnon.

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/8/20

CERTIFICATE OF VOTE

I, Joanne Gagnon, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of The Friends Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 7, 2018:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of April, 2018.
(Date Amendment Signed)

4. Nancy Paul is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Joanne M. Gagnon
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 11 day of April, 2018.

By Joanne Gagnon
(Name of Elected Officer of the Agency)

Laura Scott
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/16/21





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Sara Hartshorn PHONE (A/C. No. Ext): (603) 224-2562 FAX (A/C. No): (603) 224-8012 E-MAIL ADDRESS: shartshorn@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Ins - Bedford</td> <td></td> </tr> <tr> <td>INSURER B: Hanover Insurance Co.</td> <td>22292</td> </tr> <tr> <td>INSURER C: Keating Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Ins - Bedford		INSURER B: Hanover Insurance Co.	22292	INSURER C: Keating Group		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED The Friends Program Inc. 202 No. State Street Concord NH 03301														


COVERAGES	CERTIFICATE NUMBER: 17-18	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZHV888056707	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ Included
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHV888056805	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0095888-09			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		3A States: NH			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Excluded Officer: Board of Directors	8/13/2017	8/13/2018	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attesting to liability coverages.

CERTIFICATE HOLDER	CANCELLATION
State of NH, DHHS 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 Sara Hartshorn/SBH 

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Friends Program

FOUR PROGRAMS - ONE MISSION

Friends Program Mission Statement

The Friends Program strengthens communities by building relationships that empower people, encourage community service, and restore faith in the human spirit.

Financial Statements

THE FRIENDS PROGRAM, INC.

**FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

THE FRIENDS PROGRAM, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017 AND 2016

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To the Board of Trustees of
The Friends Program, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of The Friends Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of September 30, 2017 and 2016, and the related statements of cash flows for the years ended, and the related statements of activities and functional expenses for the year ended September 30, 2017, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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 from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Friends Program, Inc. as of September 30, 2017 and 2016, and its cash flows for the years then ended, and the changes in its net assets for the year ended September 30, 2017, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the The Friends Program, Inc.'s 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 14, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, Mc Donnell & Roberts
Professional Association*

November 10, 2017
Wolfeboro, New Hampshire

THE FRIENDS PROGRAM, INC.

STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 105,640	\$ 87,214
Other receivables	92,604	83,635
Prepaid expenses	<u>23,047</u>	<u>20,593</u>
Total current assets	<u>221,291</u>	<u>191,442</u>
PROPERTY, PLANT AND EQUIPMENT		
Land	37,800	37,800
Buildings	237,633	237,633
Building improvements	463,818	459,136
Furniture, fixtures and equipment	<u>96,835</u>	<u>95,724</u>
Total property, plant and equipment	836,086	830,293
Less accumulated depreciation	<u>(636,654)</u>	<u>(613,835)</u>
Net property, plant and equipment	<u>199,432</u>	<u>216,458</u>
OTHER ASSETS		
Investments	513,628	470,492
Unemployment savings account	<u>47,895</u>	<u>48,456</u>
Total other assets	<u>561,523</u>	<u>518,948</u>
TOTAL ASSETS	<u>\$ 982,246</u>	<u>\$ 926,848</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 3,988	\$ 8,869
Accrued payroll and related taxes	35,283	48,336
Deferred revenue	16,478	14,785
Current portion of long-term debt	<u>3,652</u>	<u>7,902</u>
Total current liabilities	59,401	79,892
LONG TERM LIABILITIES		
Long-term debt, less current portion shown above	<u>13,410</u>	<u>17,062</u>
Total liabilities	<u>72,811</u>	<u>96,954</u>
NET ASSETS		
Unrestricted		
Unrestricted, undesignated	222,439	318,965
Unrestricted, board designated	<u>479,543</u>	<u>452,305</u>
Total unrestricted	701,982	771,270
Temporarily restricted	156,506	7,677
Permanently restricted	<u>50,947</u>	<u>50,947</u>
Total net assets	<u>909,435</u>	<u>829,894</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 982,246</u>	<u>\$ 926,848</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
CHANGES IN NET ASSETS					
Support and Revenue					
Government grants					
Federal	\$ 695,080	\$ -	\$ -	\$ 695,080	\$ 737,674
State	213,727	-	-	213,727	211,227
United Way	63,625	-	-	63,625	66,638
Town and county income	149,009	-	-	149,009	152,852
Other grants	43,000	-	-	43,000	60,664
Contributions	448,750	133,094	-	581,844	445,964
Other revenue	12,089	-	-	12,089	434
Investment income	<u>27,430</u>	<u>15,735</u>	<u>-</u>	<u>43,165</u>	<u>44,530</u>
Total support and revenue	<u>1,652,710</u>	<u>148,829</u>	<u>-</u>	<u>1,801,539</u>	<u>1,719,983</u>
EXPENSES					
Program services					
Youth mentoring	247,750	-	-	247,750	221,902
Emergency housing	351,028	-	-	351,028	329,777
Foster grandparents	649,170	-	-	649,170	673,696
Retired senior volunteers	<u>293,275</u>	<u>-</u>	<u>-</u>	<u>293,275</u>	<u>359,568</u>
Total program services	<u>1,541,223</u>	<u>-</u>	<u>-</u>	<u>1,541,223</u>	<u>1,584,943</u>
Supporting activities					
Administrative	172,002	-	-	172,002	120,057
Fundraising	<u>11,008</u>	<u>-</u>	<u>-</u>	<u>11,008</u>	<u>14,652</u>
Total supporting activities	<u>183,010</u>	<u>-</u>	<u>-</u>	<u>183,010</u>	<u>134,709</u>
Total expenses	<u>1,724,233</u>	<u>-</u>	<u>-</u>	<u>1,724,233</u>	<u>1,719,652</u>
Income (loss) from operations	<u>(71,523)</u>	<u>148,829</u>	<u>-</u>	<u>77,306</u>	<u>331</u>
NON-OPERATING INCOME					
Forgiveness of debt	<u>2,235</u>	<u>-</u>	<u>-</u>	<u>2,235</u>	<u>2,235</u>
Total non-operating income	<u>2,235</u>	<u>-</u>	<u>-</u>	<u>2,235</u>	<u>2,235</u>
CHANGE IN NET ASSETS	<u>(69,288)</u>	<u>148,829</u>	<u>-</u>	<u>79,541</u>	<u>2,566</u>
NET ASSETS, BEGINNING OF YEAR, AS PREVIOUSLY STATED	771,270	7,677	50,947	829,894	800,704
PRIOR PERIOD ADJUSTMENT	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,624</u>
NET ASSETS, BEGINNING OF YEAR, AS RESTATED	<u>771,270</u>	<u>7,677</u>	<u>50,947</u>	<u>829,894</u>	<u>827,328</u>
NET ASSETS, END OF YEAR	<u>\$ 701,982</u>	<u>\$ 156,506</u>	<u>\$ 50,947</u>	<u>\$ 909,435</u>	<u>\$ 829,894</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 79,541	\$ 2,566
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	22,819	24,216
Net unrealized loss (gain) on investments	83,149	(17,184)
Net realized gain on investments	(120,748)	(12,104)
Forgiveness of debt	(2,235)	(2,235)
(Increase) decrease in assets:		
Other receivables	(8,969)	30,531
Prepaid expenses	(2,454)	(115)
Unemployment savings account	561	(143)
Increase (decrease) in liabilities:		
Accounts payable	(4,881)	7,946
Accrued payroll and related taxes	(13,053)	(24,528)
Deferred revenue	1,693	(17,067)
	<u>35,423</u>	<u>(8,117)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(381,844)	(453,865)
Proceeds from sale of investments	376,307	438,141
Purchase of property, plant and equipment	(5,793)	(8,625)
	<u>(11,330)</u>	<u>(24,349)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(5,667)	(5,666)
	<u>(5,667)</u>	<u>(5,666)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH	18,426	(38,132)
CASH, BEGINNING OF YEAR	<u>87,214</u>	<u>125,346</u>
CASH, END OF YEAR	<u>\$ 105,640</u>	<u>\$ 87,214</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Youth Mentoring</u>	<u>Emergency Housing</u>	<u>Foster Grandparents</u>
Payroll			
Salaries and wages	\$ 130,833	\$ 232,459	\$ 160,140
Employee benefits	13,516	18,167	24,551
Payroll taxes	9,940	17,630	10,857
Other			
Stipends	-	-	288,824
In-kind expenses	68,633	23,778	33,515
Occupancy	11,021	22,855	15,268
Professional fees and contracts	1,214	2,383	42,724
Volunteer expenses	595	-	40,928
Supplies	2,562	2,340	11,234
Depreciation	-	18,741	-
Repairs and maintenance	2,722	3,411	2,253
Insurance	3,390	4,692	3,390
Local transportation	500	143	5,967
Postage and printing	691	256	2,373
Telephone	1,400	3,065	1,938
Recognition expenses	410	82	4,704
Conferences	-	-	401
Dues and subscriptions	103	65	100
Staff development	220	861	3
Advertising	-	100	-
	<hr/>	<hr/>	<hr/>
Total expenses before indirect allocation	247,750	351,028	649,170
Allocation of indirect costs			
Support services	<hr/> 17,766	<hr/> 40,157	<hr/> 76,506
	<hr/>	<hr/>	<hr/>
Total expenses	<u>\$ 265,516</u>	<u>\$ 391,185</u>	<u>\$ 725,676</u>

See Notes to Financial Statements

<u>Retired Senior Volunteers</u>	<u>Program Total</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
\$ 144,221	\$ 667,653	\$ 80,195	\$ -	\$ 747,848	\$ 726,578
27,163	83,397	10,461	-	93,858	85,745
10,621	49,048	6,554	-	55,602	52,856
-	288,824	-	-	288,824	312,386
65,379	191,305	10,294	-	201,599	237,100
14,393	63,537	21,390	-	84,927	88,687
2,719	49,040	11,226	-	60,266	50,921
3,191	44,714	-	-	44,714	29,332
3,331	19,467	6,536	7,301	33,304	27,938
-	18,741	4,078	-	22,819	24,216
2,253	10,639	9,884	-	20,523	16,222
3,390	14,862	3,434	-	18,296	17,517
6,678	13,288	250	-	13,538	13,474
1,545	4,865	2,955	3,707	11,527	10,429
1,831	8,234	2,490	-	10,724	10,461
2,775	7,971	300	-	8,271	12,494
3,668	4,069	384	-	4,453	893
82	350	1,534	-	1,884	1,739
35	1,119	37	-	1,156	389
-	100	-	-	100	275
293,275	1,541,223	172,002	11,008	1,724,233	1,719,652
37,573	172,002	(172,002)	-	-	-
<u>\$ 330,848</u>	<u>\$ 1,713,225</u>	<u>\$ -</u>	<u>\$ 11,008</u>	<u>\$ 1,724,233</u>	<u>\$ 1,719,652</u>

THE FRIENDS PROGRAM, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Friends Program, Inc., Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organizations primary purpose consists of the following program services:

Youth Mentoring – mentor program, matching volunteer mentors with at-risk children and teens.

Emergency Housing – short-term housing for homeless families.

Foster Grandparents – mentor program that places income eligible senior citizen volunteer's in schools and child day care centers to work with special and at-risk children.

Retired Senior Volunteers – volunteer program targeting individuals 55 years of age or older who become engaged in a variety of volunteer roles.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting. In accordance with generally accepted accounting principles, revenue is recognized when earned and expenses are recognized when incurred.

Basis of Presentation

The Organization reports information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor-imposed restrictions.

Unrestricted Net Assets - These assets result from contributions and other inflows which have no restrictions and over which the Board of Trustees retains full control to use in achieving any of its institutional purposes.

Undesignated – Undesignated, unrestricted net assets include the revenues and expenses associated with the principal operating mission of the Organization.

Board Designated – Board designated net assets include the revenues from operations and various unrestricted contributions that the Board

of Trustees has set aside and elected to use towards future operations.

Temporarily Restricted Net Assets - These assets result from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by the passage of time or can be fulfilled and removed by actions of the Organization. Restrictions released within one operating period are reported as unrestricted.

Permanently Restricted Net Assets - These assets result from contributions and other inflows of assets whose use by the Organization is restricted in perpetuity.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect 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.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Donated Materials and Services

The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation. As of September 30, 2017 and 2016, the Organization had no cash equivalents.

Investments

Investments consist of various equities, mutual funds and interest bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payer, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral. Management has estimated accounts receivable to be fully collectible for the years ended September 30, 2017 and 2016.

Property, Plant, Equipment and Depreciation

The Organization capitalizes property, plant and equipment purchased or donated at a value greater than \$1,000. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings	20 years
Building improvements	7 – 20 years
Furniture, fixtures and equipment	5 years

Depreciation expense for the year ended September 30, 2017 and 2016 amounted to \$22,819 and \$24,216, respectively.

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

The Organization reviews the carrying value of property, plant and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimating future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

As of September 30, 2017 and 2016, the Organization found no reason for impairment of any assets.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended September 30, 2016, from which the summarized information was derived.

Deferred Revenue

The Organization recognizes revenues when earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under "deferred revenue".

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. The Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefitted.

Advertising

The Organization expenses advertising costs as incurred.

NOTE 2

OTHER RECEIVABLES

Other receivables consist of the following at September 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Town	\$ 1,500	\$ 1,550
Grants	<u>91,104</u>	<u>82,085</u>
Total other receivables	<u>\$ 92,604</u>	<u>\$ 83,635</u>

NOTE 3

LINE OF CREDIT

The Organization has available a \$150,000 revolving line of credit with a local bank, due upon demand. The credit line is secured by all assets. Bank advances on the credit line are payable on demand and carry an interest rate at prime (4.25% and 3.50% at September 30, 2017 and 2016, respectively). There was no outstanding balance at September 30, 2017 and 2016.

NOTE 4 **TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following purposes:

	<u>2017</u>	<u>2016</u>
Repairs and maintenance on EH building	\$ 133,094	\$ -
Time restricted appreciation on endowment funds	<u>23,412</u>	<u>7,677</u>
Total temporarily restricted net assets	<u>\$ 156,506</u>	<u>\$ 7,677</u>

NOTE 5 **ENDOWMENT**

The Organization's endowment consists of a gift restricted by a donor for long-term support of the Organization's youth mentoring program, and the accumulated investment returns on this gift. The accumulated investment returns consist of endowment net investment return that has not been appropriated by the Board of Trustees for expenditure to support operating and non-operating activities of the Organization.

Spending Policy and How the Investment Objectives Relate to the Spending Policy

The Organization's policy is to appropriate for distribution each year 0-6% of a 12 quarter moving average of the fund's total market value based upon the finance committee's annual recommendation and approved by the Board of Trustees. Distribution of funds shall not occur until after the fund has accumulated a value of \$100,000. In establishing this policy, the Organization considered the long-term expected return on its endowment. Accordingly, over the long term, the Organization expects the current spending policy to allow its endowment to grow at an average of 5 percent annually.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or Uniform Prudent Management of Institutional Funds Act (UPMIFA) requires the Organization to retain as a fund of perpetual duration. In accordance with generally accepted accounting principles, there were no deficiencies of this nature that are reported in unrestricted net assets as of September 30, 2017 and 2016.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide additional funding to the youth mentoring program while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a weighted ratio on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Endowment net asset composition by type of fund as of September 30, 2017:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 23,412	\$ 50,947	\$ 74,359
Endowment net assets, beginning of year	\$ -	\$ 7,677	\$ 50,947	\$ 58,624
Investment return:				
Investment income	-	690	-	690
Net appreciation (realized and unrealized)	-	15,045	-	15,045
Total investment return:	-	15,735	-	15,735
Endowment net assets, end of year	\$ -	\$ 23,412	\$ 50,947	\$ 74,359

Endowment net asset composition by type of fund as of September 30, 2016:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 7,677	\$ 50,947	\$ 58,624
Endowment net assets, beginning of year	\$ -	\$ 1,888	\$ 50,447	\$ 52,335
Investment return:				
Investment income	-	8,535	-	8,535
Net appreciation (realized and unrealized)	-	(2,746)	-	(2,746)
Total investment return:	-	5,789	-	5,789
Contributions	-	-	500	500
Endowment net assets, end of year	\$ -	\$ 7,677	\$ 50,947	\$ 58,624

NOTE 6**LONG TERM DEBT**

Long term debt consisted of the following at September 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Interest free note payable to the City of Concord due in monthly installments of \$472 maturing in December 2017. The note is collateralized by property of the Organization.	\$ 1,417	\$ 7,084
Interest free note payable to the City of Concord with payments deferred until July 31, 2024 and collateralized by property of the Organization. Each year 5% of the original principal amount is forgiven. If the project does not meet certain covenants during the loan term, the remaining loan balance is payable in full.	<u>15,645</u>	<u>17,880</u>
Total	17,062	24,964
Less current portion due within one year	<u>(3,652)</u>	<u>(7,902)</u>
Total long term debt	<u>\$ 13,410</u>	<u>\$ 17,062</u>

As part of the notes payable agreement with the City of Concord, 5% of the original principal balance was reduced without payment in the amount of \$2,235 for the years ended September 30, 2017 and 2016.

The scheduled maturities of long term debt at September 30, 2017 were as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2018	\$ 3,652
2019	2,235
2020	2,235
2021	2,235
2022	2,235
Thereafter	<u>4,470</u>
	<u>\$ 17,062</u>

NOTE 7**DEFERRED REVENUE**

Deferred revenue consists of the following at September 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Town	\$ 3,333	\$ 6,092
Grants	<u>13,145</u>	<u>8,693</u>
Total deferred revenue	<u>\$ 16,478</u>	<u>\$ 14,785</u>

NOTE 8 **CONCENTRATION OF RISK**

The Organization received approximately 39% and 43% of its total support for the years ended September 30, 2017 and 2016, respectively, from the Corporation for National and Community Service. The Corporation for National and Community Service consisted of approximately 42% and 44% of other receivables at September 30, 2017 and 2016, respectively.

NOTE 9 **LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from five to six years. Rent expense under these agreements aggregated \$54,633 and \$54,260 for the years ended September 30, 2017 and 2016, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
2018	\$ 55,121
2019	55,603
2020	56,144
2021	31,244
2022	<u>3,022</u>
Total	<u>\$ 201,134</u>

NOTE 10 **INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of September 30, 2017 and 2016:

	<u>2017</u>		<u>2016</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Investments				
Cash and cash equivalents	\$ 12,179	\$ 12,179	\$ 9,349	\$ 9,349
Equities	285,686	336,628	173,489	290,104
Fixed income securities	<u>167,905</u>	<u>164,821</u>	<u>156,870</u>	<u>171,039</u>
Total	<u>\$ 465,770</u>	<u>\$ 513,628</u>	<u>\$ 339,708</u>	<u>\$ 470,492</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

Components of investment return:

	<u>2017</u>	<u>2016</u>
Interest and dividends	\$ 9,829	\$ 16,437
Investment fees	(4,263)	(1,195)
(Loss) gain – unrealized	(83,149)	17,184
Gain – realized	<u>120,748</u>	<u>12,104</u>
Total investment return	<u>\$ 43,165</u>	<u>\$ 44,530</u>

There were no significant investment management fees for either year ended September 30, 2017 and 2016.

NOTE 11

FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at September 30, 2017 and 2016.

The table below segregates all financial assets and liabilities as of September 30, 2017 and 2016 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2017</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Cash and equivalents	\$ 12,179	\$ -	\$ -	\$ 12,179
Equities	164,821	-	-	164,821
Fixed income securities	<u>336,628</u>	<u>-</u>	<u>-</u>	<u>336,628</u>
Total investments at fair value	<u>\$ 513,628</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 513,628</u>

	<u>2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Cash and equivalents	\$ 9,349	\$ -	\$ -	\$ 9,349
Equities	290,104	-	-	290,104
Fixed income securities	<u>171,039</u>	<u>-</u>	<u>-</u>	<u>171,039</u>
Total investments at fair value	<u>\$ 470,492</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 470,492</u>

NOTE 12 RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

NOTE 13 PRIOR PERIOD ADJUSTMENT

The Organization recorded an accrued maintenance liability in the previously issued financial statements which was later determined to not meet expense recognition requirements under Generally Accepted Accounting Principles (GAAP). This adjustment resulted in the following changes to the September 30, 2016 financial statements:

<u>Statement of Financial Position</u>	<u>Balance as Previously Reported</u>	<u>Increase (Decrease)</u>	<u>Balances Restated</u>
Other accrued liabilities	\$ 26,624	\$ (29,913)	\$ -
Total liabilities	126,867	(29,913)	96,954
Unrestricted, board designated	452,305	29,913	482,218
Total net assets	799,981	29,913	829,894
Total net assets and liabilities	\$ 926,848	\$ -	\$ 926,848
<u>Statement of Activities</u>	<u>Balance as Previously Reported</u>	<u>Increase (Decrease)</u>	<u>Balances Restated</u>
Repairs and maintenance expense	\$ 19,511	\$ (3,289)	\$ 16,222
Total expense	1,722,941	(3,289)	1,719,652
Change in net assets	\$ (723)	\$ (3,289)	\$ 2,566

NOTE 14

SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 10, 2017, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. The Friends Program, Inc. did not identify any subsequent events that would require disclosure in the financial statements.

The Friends Program
FY2018 Board of Trustees (Updated 12/14/17)

Residence/Preferred E-Mail	Professional Affiliation	Committee(s)	Term Ends
Kathleen Ames Since: 1/13/2016	Community Supporter	Program Finance	2018
Catherine Devaney Since: 9/12/2012	Chief Executive Officer HealthSouth Rehabilitation Hospital	<i>Vice President</i> Personnel Chair Executive	2018
Allen Desbiens Since: 9/10/2014	Senior Corporate Analyst Eversource Energy	<i>Treasurer</i> Finance Chair Executive	2018
Joanne Gagnon Since: 9/14/2011	VP – Commercial Banker Bank of New Hampshire	<i>President</i>	2019
Michael G. Gfroerer Since: 11/12/2008	Attorney-Retired Community Supporter	Development Co-Chair Finance	2018
Lindsay Gonzalez Since: 11/9/2016	Director of Community Relations Granite Ledges of Concord	Program	2018
Jason LaCombe Since: 12/14/2016	Principal SMP Architecture	Program	2018
Elizabeth McCormack Since: 2/11/2009	Attorney New Hampshire Dept. of Justice	<i>Secretary</i> Development Personnel Executive	2018
Friedrich “Fritz” Moeckel Since: 9/9/2015	Attorney Tarbell & Brodich PA	Program Personnel	2018
Laura Miller Since: 3/8/2017	Owner Marketplace New England, Inc.	Program	2020

Residence/Preferred E-Mail	Professional Affiliation	Committee(s)	Term Ends
Beth Moore Since: 9/9/2015	Social Worker Kearsarge Middle School	Program	2018
Donna Rice Since: 10/9/2013	Commercial Realtor and Business Manager Premiere Properties	Development Co-Chair Personnel Nominating	2019
Ilene Stern Since: 2/12/2014	Audiologist-Retired Community Supporter	Development	2019
Angela Strozewski Since: 1/13/2016	Senior Vice President Operations Officer New Hampshire Mutual Bancorp	Program Finance	2020
Celia Chase Since: 10/11/2017	OrionX Managing Partner, Marketing Svcs.	Development	2020
Kimberly Yarlott Since: 12/14/17	Principal Reeds Ferry School		
Nancy Paul	Executive Director The Friends Program 202 N. State Street Concord, NH 03301 Tel. 603-228-7606		

NANCY M. PAUL

200 N. ... 603-7606 • npaul@friendsprogram.org

SUMMARY

Effectively manage staff and volunteers. Successful cultivating sponsors, securing, and administering grants. Experienced non-profit and outreach manager. Proven ability to manage complex projects with dispersed teams. Excellent trainer, presenter and facilitator.

EXPERIENCE

FRIENDS PROGRAM – CONCORD, NH

Executive Director, December 2017 – Present

- Responsible for overall operations and management of a human services non-profit with four programs and 24 staff

Director of Senior Programs, January 2016 – December 2017

- Lead two volunteer-driven National Service programs for 625 older adults, providing educational support, supportive services for the elderly and disabled, and capacity building for nonprofits, schools, and public agencies
- Manage team of six program coordinators
- Oversee two federal grants totaling more than \$700,000 in annual funding
- Administered all aspects of 34 separate grants, including application, reporting, and invoicing
- Created a comprehensive outreach plan to build program recognition and awareness in the state
- Facilitated the creation of a community advisory group in support of program success
- Increased volunteer recruitment and engagement across both programs within one year

FIRST – MANCHESTER, NH

Partner Services Team Lead FTC, October 2013 – December 2015

Partner Services Manager FTC, March 2010 – December 2015

- Recruit, train and manage universities, non-profits and science centers to operate volunteer educational outreach program in 30 regions
- Expanded international youth program from 3 countries to 16 countries
- Create strategy for, plan and execute annual volunteer leadership conference
- Lead successful national implementation of new event tier with a budget of \$450,000 to build capacity
- Proactively identify regions in need of special assistance and implement improvement plans to achieve highest level of program execution
- Primary daily contact for senior leadership of sponsoring organization and key foundation relationship
- Drive connections between sponsor organizations and local program operators to maximize employee engagement
- Administer domestic and international grants of up to \$500,000, from proposal development through final reporting

International Program Manager FLL, April 2009 – March 2010

- Ensure consistent program operation in 60 countries globally
- Collaborate with program team at LEGO Education, Denmark, and LEGO Education Territory Managers around the world
- Create content for, plan and execute annual volunteer leadership conferences held in Europe and Asia
- Serve as primary contact at *FIRST* for program operators outside of the US and Canada
- Develop strategy and create content for new international website with small web development team

Partner Services Team Lead FLL, May 2008 – April 2009

- Resolve regional issues elevated from other Partner Services team members
- Supervise day-to-day work of Partner Services team

NANCY M. PAUL

202 N. State Street • Concord, NH 03301 • (603) 228-7606 • npaul@friendsprogram.org

- Coordinate a cross-functional team to achieve department goals

Partner Services Manager FLL, May 2006 – May 2008

- Cultivate relationships with local tournament organizers and upgrade relationships to full official program operation status
- Create content for, plan and execute annual volunteer leadership conferences held at *FIRST*

Partner Coordinator FLL, October 2004 – May 2006

- Recruit, train and manage program operators in North America
- Serve as primary source of communication between *FIRST* and program operators
- Provide volunteer management support for international championship

NH MARCH OF DIMES – CONCORD, NH

Community Director, January 2004 – October 2004

- Enlist and oversee volunteer committees organizing fundraising events in five cities in Southern New Hampshire
- Cultivate and proactively manage relationships with major corporate fundraising partners of the March of Dimes
- Create and present sponsorship proposals to, and secure sponsorships from, local companies for WalkAmerica walkathon events

THE ENGINEERING CENTER – BOSTON, MA

Administrative Manager, October 2001 – July 2003

- Oversee membership initiative programs for a trade association and a professional society
- Coordinate all phases of event planning, from site inspection and negotiation through invoicing, for more than 70 meetings and seminars annually, representing more than \$200,000 in revenue, and more than 5,000 total attendees
- Represent The Engineering Center for inaugural Massachusetts Construction Career Days Committee, creating a two-day outreach event for 1100 high school students
- Facilitate annual event including luncheon for 500, seminars and a career fair with Engineers Week – Boston Committee

Membership Coordinator, November 1999 – October 2001

EDUCATION AND PROFESSIONAL DEVELOPMENT

TOASTMASTERS INTERNATIONAL

Top of the Town Club President 2014-2015

INTERACTION INSTITUTE FOR SOCIAL CHANGE

Courses in Facilitative Leadership and Essential Facilitation

UNITED STATES CHAMBER OF COMMERCE INSTITUTE FOR ORGANIZATION MANAGEMENT

2000, 2001, 2002

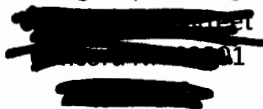
SOUTHERN NEW HAMPSHIRE UNIVERSITY, MANCHESTER, NH 2014 – PRESENT

Currently enrolled in B.S.B.A. Program

COLLEGE OF NEW ROCHELLE, NEW ROCHELLE, NY

Completed 57 credits toward Bachelor of Arts degree in Political Science 1989 – 1991

Arolyn A. Chappell
Friends Emergency Housing Program



OBJECTIVE

Seeking a managerial position in the Human Services Field, while assisting the company/agency in growth and development all while best serving the community.

SKILLS PROFILE

Since the age of 15, I have almost always held a position where customer service and thriving in a fast paced environment have been key. I have great communication skills, problem solving techniques, am well organized, and consider myself to be a fast learner. I am confident in my work and stand behind what I do, as I have always believed that each individual is a representative of the agency they work for. It is important for the client and staff to feel secure with the services they are receiving and providing, and walk away with a positive and memorable experience.

Additional Skills: CPR, First Aide, Self Defense Training (sponsored by Concord Police Department), Crisis Prevention Intervention, Microsoft Word, Excel, Office, as well as multiple best practice trainings offered through the state and other supporting organizations.

EMPLOYMENT HISTORY

Friends Emergency Housing, Program Director 12/2013-Current
Concord, NH 03301

- Responsible for the day to day operation of the Friends Emergency Housing Program and for assisting in the contribution of the formulation, development, recommendation, implantation and administration of the agency program's policies and business goals.
- Responsible for the supervision of all program staff, program actives and client case management.

Concord Cold Weather Shelter, Project Director 12/16-3/16

- Responsible for writing and implementing policy and procedure, hiring and managing onsite overnight managers, 24/7 on call availability and response to questions, concerns, and safety issues, overseeing and managing volunteers.
- Assisted in the development and implementation of the project for the 2016 season, as well as data tracking and management, and liquidation at the end of the contracted season.

Friends Emergency Housing, Program Coordinator 02/08-12/2013
Concord, NH 03301

- Assisted the Program Director with the creation of Individualized Case Plans for each family: provided leadership in implementation of plans; monitored compliance; and coached family members in how to be successful.
- Implemented program policies and procedures and provided leadership in constant quality improvements of all program operations.
- Served as Volunteer Coordinator-coordinated the use of volunteers, including screening, training, support and recognition.
- Responsible for the upkeep, renovation and maintenance of the facility, grounds and

equipment.

- Facilitated the weekly Housing Meeting of all the adult guests
- Assisted in the facilitation of staff team meetings
- Assisted in the development and implantation of program goals and objectives

Crotched Mountain Rehabilitation Center-Residential Counselor
Greenfeild, NH 03047

11/07-02/08

- Responsible for the personal care of brain injured children.
- Worked with the staff team in teaching children life skills, how to make good decision and worked with the children in the development pertaining to their individual goals.

OTHER PROFESSIONAL COMMITTEES AND COMMITMENTS:

Education Subcommittee for the Balance of State Continuum of Care – Committee Chair – 2016
Concord Human Services Appeal Panelist
Concord Area Coordinated Entry – Assisting in the Coordinated Entry Development and Implementation for the Concord Area.
NOFA Grant Review Committee Member – 2014, 2015, and 2016

EDUCATION

Diploma
2000

Canaan Memorial Schools

College:

UMaine/Presque Isle

2000-2002/Park Management and Natural Resources

Lorrie Brown

[REDACTED]
[REDACTED]
[REDACTED]

Objective: To continue working in my present capacity, utilizing my communication, training, and client support skills.

Education

1995-1996: Computer Technical School, Associates in Computer Software, repair, Programming, and Network.

1986-1988: Franklin Peirce College, Business Management

Employment

2012 – Present: Friends Emergency Housing – Program Coordinator

Responsible for case management, house maintenance, client services and interactions, reports, documentation, community relations, staff trainings.

2011 – 2012 – Outfitters Boutique – Associate

Responsible for customer services, receiving donations, sorting, loading and unloading of furniture.

2008: Franklin Career Academy – Technology Instructor, Office Secretary.

Responsible for supervision of students, course planning, reporting to DOE, preparing and reporting of budget reports to board meetings, inventory, and assisting with permanent closing of school.

2005-2006: Premium Gas, Convenient Store/gas station – Owner/Operator

Responsible for overall operations of business; including payroll, budgeting, ordering, scheduling, accounting, customer service.

1999 – 2000: Crotched Mountain Residential – Program Coordinator

Responsible for budgeting, scheduling, payroll, supervision of 10 staff, house maintenance, direct care of residents, hiring, working closely with residential nurse, client physicians, and families/guardians to ensure best medical care.

1990 -1999 Mentor – Program Coordinator (Company's contract was taken over by Crotched Mountain. My position stayed the same, but I transferred employer).

Responsible for budgeting, scheduling, payroll, supervision of 10 staff, house maintenance, direct care of residents, hiring, working closely with residential nurse, client physicians, and families/guardians to ensure best medical care.

Volunteer Work

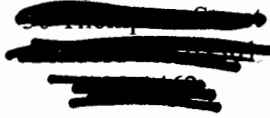
Volunteered as Assitant Computer Instructor –Franklin Middle School.

Years of PTA,PTO, and other school committee/classroom involvement.

Served on a Committee designated to hire Franklin School District Administration.

Years of service to Youth tball/baseball.

Simon Farias
Friends Emergency Housing Program



Education

- Plymouth State University, Plymouth, New Hampshire
- Bachelor of Science, Social Science Contract, History and Anthropology
- Graduated Cum Laude in May 2012
- Member of Phi Alpha Theta National History Honor Society
- Presented at the 2012 Plymouth State Student Showcase of Excellence
- Presented at the 38th Annual New England Undergraduate Sociology Research Conference at Bryant University

Work History

Friends Program, Concord, NH, 2016 - Present

Currently a Case Manager, promoted from the role of Emergency Housing Counselor supporting homeless families in identifying and addressing the individual circumstances that cause their homelessness.

- Grasshoppers LLC, New Boston, NH, 2015 Season

Starting as a common landscaper, I was quickly promoted through the ranks of responsibility to become a crew leader. Responsibilities included managing a diverse team of one to four others, doing daily paperwork, communicating with clients, ensuring each property met company standards, collecting bills, running deliveries and doing specialized hardscape projects.

- The Vegetable Ranch LLC, Warner, NH, 2012-2014 Seasons

At the Vegetable Ranch I developed a real appreciation for the immense capabilities of a small focused team and was often chosen to lead teams of one to three people. Responsibilities included daily animal care, recording of harvest weights, washing and packaging produce, maintaining customer relationships and delivering produce.

- United Parcel Service Keene, NH, 2012-2013

As a pre-loader, I was responsible for safely stacking packages in outgoing trucks. Making the best use of space in each truck required spatial and organizational skills. I was further trained for specialized sorting, requiring detailed memorization of our national delivery network. Each night called for grace under pressure and a teamwork oriented attitude.

References available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Paul	Executive Director	75,000	17.5	13,125
Arolyn Chappell	Program Director	48,925	100	48,925
Lorrie Brown	Program Coordinator	34,695 (Hourly)	100	34,695
Simon Farias	Case Manager	30,128	100	30,128

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

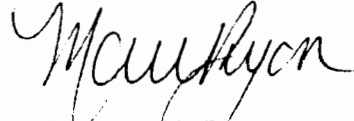
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide


Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

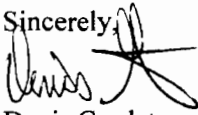
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30,20

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Friends Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 202 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$208,727 from \$417,454 to read: \$626,181.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/17/17
Date

Maurice Ryan
Name: Maurice Ryan
Title: Director

The Friends Program, Inc.

5/10/17
Date

Joanne Gagnon
Name: Joanne Gagnon
Title: President

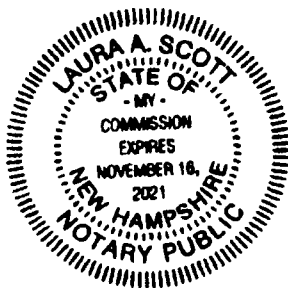
Acknowledgement of Contractor's signature:

State of New Hampshire county of Hillsborough on May 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Laura Scott
Signature of Notary Public or Justice of the Peace

Laura Scott, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 16, 2021




**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/24/17


Name: Megan D. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$208,727.00
SFY17	not to exceed \$208,727.00
SFY18	not to exceed \$208,727.00
July 1, 2015 – June 30, 2018:	not to exceed \$626,181.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$626,181.00
Total program amount	\$626,181.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the



Exhibit B – Amendment #1

services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

MR
5/10/17



412

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

The Friends Program
FY2017 Board of Trustees (Updated March 9, 2017)

Residence/Preferred E-Mail	Professional Affiliation	Committee	Term Ends
Kathleen Ames [Redacted]	Community Supporter	Program Finance	2019
Erin Corcoran [Redacted]	Professor of Law UNH Law School 2 White Street Concord, NH 03301 Tel. 513-5166	Program Chair	2017
Catherine Devaney [Redacted]	Chief Executive Officer HealthSouth Rehabilitation Hospital 254 Pleasant Street Concord, NH 03301 Tel. 226-9800	<i>Vice President</i> Personnel Chair Executive	2018
Allen Desbiens [Redacted]	Senior Corporate Analyst Eversource Energy 780 N. Commercial Street Manchester, NH 03101 Tel. 634-2524	Finance Chair	2018
Joanne Gagnon [Redacted]	VP – Commercial Banker Bank of New Hampshire 167 North Main Street Concord, NH 03301 Tel. 230-4228	<i>President</i>	2019
Michael G. Gfroerer [Redacted]	Attorney-Retired	<i>Treasurer</i> Development Co-Chair Executive Finance	2017
Lindsay Gonzalez [Redacted]	Director of Community Relations Granite Ledges of Concord 151 Langley Parkway Concord, NH 03301 Tel: 224-0777	Program	2019

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-In-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

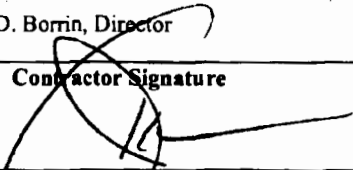
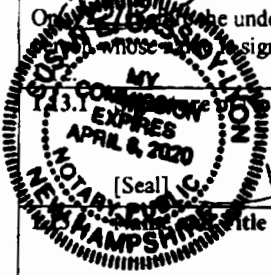
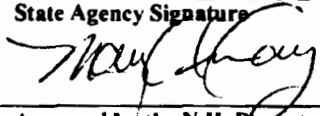
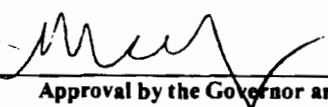
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Friends Program, Inc.		1.4 Contractor Address 202 North State Street Concord NH 03301	
1.5 Contractor Phone Number 603-228-7603	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$417,454
1.9 Contracting Officer for State Agency Eric D. Borin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JEROME K. MADDEN, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> Only if the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Notary Public or Justice of the Peace [Seal]  <u>Susan Cassidy-Lyon</u> Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN CONWAY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yede-Attorney On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:

Date: 
6/27/15

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date:


6/23/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

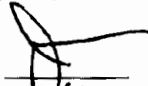

06/23/15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28 , 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

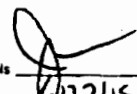

Date 6/27/15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.


Date 6/10/14



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$208,727.00
SFY17 not to exceed \$208,727.00

July 1, 2015 – June 30, 2017: not to exceed \$417,454.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services \$417,454.00
Total program amount \$417,454.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.


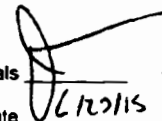

6/23/15



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.


6/12/15



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



Date 06/23/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.


6/23/14

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

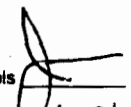
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis


6/23/15



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

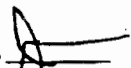
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.


SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.


Date 06/23/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.


Date 06/23/15



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency


Date 06/23/15

New Hampshire Department of Health and Human Services
Exhibit D



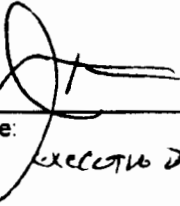
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

6/23/15
Date

Contractor Name:


Name: _____
Title: EXECUTIVE DIRECTOR

Contractor Initials
Date 6/23/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

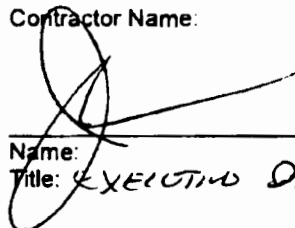
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:


Name: _____
Title: EXECUTIVE DIRECTOR

6/23/15
Date

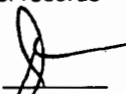


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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


6/23/15



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/27/15
Date

Name:
Title: EXECUTIVE DIRECTOR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

6/23/15

New Hampshire Department of Health and Human Services
Exhibit G



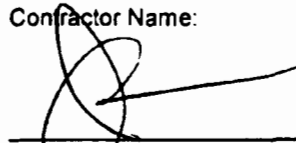
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

6/23/15
Date

Contractor Name:

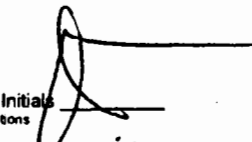


Name:
Title: EXECUTIVE DIRECTOR

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



Date 6/23/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/23/15
Date



Name:
Title: EXECUTIVE DIRECTOR

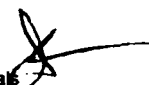
Contractor Initials 
Date 6/23/15



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
6/23/14



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



6/23/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

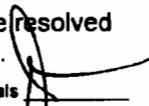

Date 6/23/15



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
Mary Ann Conway
 Signature of Authorized Representative
MARY ANN CONWAY
 Name of Authorized Representative
Assoc. Commission
 Title of Authorized Representative
7/17/15
 Date

THE FRIENDS Program, Inc
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
JEROME K. MARINO
 Name of Authorized Representative
EXECUTIVE DIRECTOR
 Title of Authorized Representative
6/27/15
 Date

[Signature]
 Date 6/25/15



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

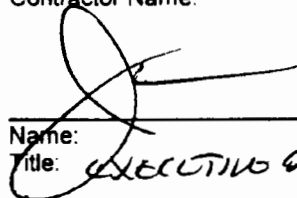
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:


Name: _____
Title: EXECUTIVE DIRECTOR

6/23/15
Date

Contractor Initials: 
Date: 6/23/15



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: 18-359-1320
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: <u>Jerome K. Moore, CEO</u>	Amount: <u>88,855</u>
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____


6/23/15



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
State Grant-In-Aid (SGIA) Funds Program**

This 3rd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 3") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Front Door Agency, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 7 Concord Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 1, 2016 (Item #11) and June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$82,500 from \$257,500 to read: \$340,000.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.

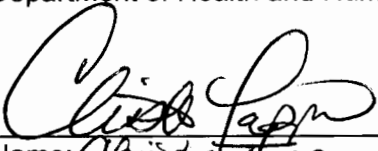
New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,


State of New Hampshire
Department of Health and Human Services

4-24-18
Date


Name: Christa Tappan
Title: Associate Commissioner

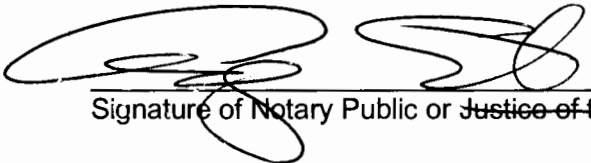
The Front Door Agency, Inc.

1/10/18
Date


Name: Maryse H. Row
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on Jan 10, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Cindy Enright, Notary Public
Name and Title of Notary or Justice of the Peace
CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018

My Commission Expires: _____

mm
1/10/18

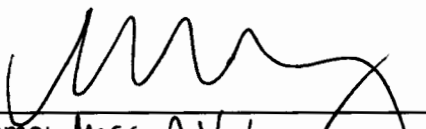


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/9/18


Name: Megan A. Yopl
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

February 14, 2018

NOTE: The following email is verification from the vendor that they were amenable to the correction made to change this amendment from the second amendment to the third amendment due to a clerical error. This interaction was approved by the Attorney General's office.

Carvotta, Ami

From: Maryse Wirbal <mwirbal@frontdooragency.org>
Sent: Wednesday, February 14, 2018 12:23 PM
To: Carvotta, Ami
Subject: RE: The Front Door SGIA Amendment - Correction

Yes, Absolutely.

Thank you,



Maryse Wirbal
Chief Executive Officer
mwirbal@frontdooragency.org
P: 603.816.0290
F: 603.886.9214
www.frontdooragency.org



Our Mission:
To offer support and provide services to assist individuals and families transition from crisis to self-sufficiency.

STATEMENT OF CONFIDENTIALITY

The information contained in this electronic message and any attachments to this message may contain confidential or privileged information and are intended for the exclusive use of the addressee(s). Please notify the sender's office immediately at (603) 886-2866 if you are not the intended recipient and destroy all copies of this electronic message and any attachments.

From: Carvotta, Ami [<mailto:Ami.Carvotta@dhhs.nh.gov>]
Sent: Wednesday, February 14, 2018 12:13 PM
To: Maryse Wirbal
Subject: The Front Door SGIA Amendment - Correction

Hi Maryse,

As discussed, your current State Grant-In-Aid funds amendment for SFY19 is actually the third amendment of the contract, not the second. Do I have your permission to swap out pages so that it is listed as the third amendment? This does not impact scope in any way and your signature page will not need to be re-signed.

Ami Carvotta
Contracts Specialist
Contracts and Procurement Unit
NH Department of Health and Human Services
Brown Building
129 Pleasant Street



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$82,500.00
SFY17	not to exceed \$92,500.00
SFY18	not to exceed \$82,500.00
SFY19	not to exceed \$82,500.00

July 1, 2015 – June 30, 2019: not to exceed \$340,000

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$240,000.00	
Intervention	\$90,000.00	
Security Deposit and Rental Assistance (SFY 2017 only)		\$10,000.00
Total program amount	\$340,000	

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards



Exhibit B – Amendment #2

set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The State agrees to provide payment for actual costs, up to \$10,000 for Security Deposit and Rental Assistance as specified in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.
- 6.3. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.4. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for



Exhibit B – Amendment #2

payment shall be made according to Exhibit B-Amendment #2, Section 5.2 of this Agreement.

Exhibit B-1, Budget Sheet

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: The Front Door Agency, Inc.
Transitional Shelter & Prevention Programs
Budget Request for: 2018-BHHS-01-STATEG

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 281,780.00	\$ 5,565.00	\$ 287,345.00	\$ 253,780.00	\$ 5,565.00	\$ 259,345.00	\$ 28,000.00	\$ -	\$ 28,000.00
2. Employee Benefits	\$ 51,850.00	\$ 2,800.00	\$ 54,650.00	\$ 51,850.00	\$ 2,800.00	\$ 54,650.00	\$ -	\$ -	\$ -
3. Consultants	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 90,750.00	\$ -	\$ 90,750.00	\$ 58,750.00	\$ -	\$ 58,750.00	\$ 32,000.00	\$ -	\$ 32,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 9,025.00	\$ -	\$ 9,025.00	\$ 9,025.00	\$ -	\$ 9,025.00	\$ -	\$ -	\$ -
Postage	\$ 950.00	\$ -	\$ 950.00	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -
Subscriptions	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -	\$ -
Insurance	\$ 13,700.00	\$ -	\$ 13,700.00	\$ 13,700.00	\$ -	\$ 13,700.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supportive Services - childcare, transportation, etc.	\$ 247,000.00	\$ -	\$ 247,000.00	\$ 224,500.00	\$ -	\$ 224,500.00	\$ 22,500.00	\$ -	\$ 22,500.00
Interest Expense	\$ 5,075.00	\$ -	\$ 5,075.00	\$ 5,075.00	\$ -	\$ 5,075.00	\$ -	\$ -	\$ -
TOTAL	\$ 720,230.00	\$ 11,065.00	\$ 731,295.00	\$ 637,730.00	\$ 11,065.00	\$ 648,795.00	\$ 82,500.00	\$ -	\$ 82,500.00

Indirect As A Percent of Direct

1.5%

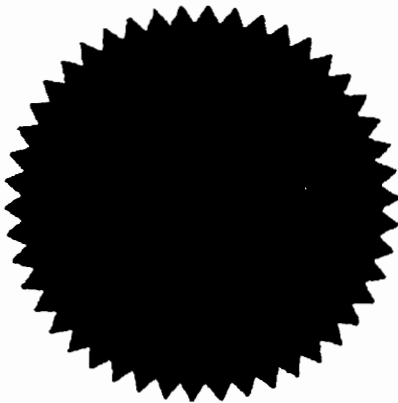
Contractor Initials
Date

MW
1/14/18

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Front Door Agency, Inc. is a New Hampshire nonprofit corporation formed February 6, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Suzanne Beaubien, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Front Door Agency, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 10, 2018:
(Date)

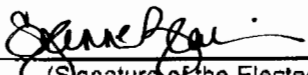
RESOLVED: That the Maryse Wirbal, CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10th day of January, 2018.
(Date Amendment Signed)

4. Maryse Wirbal is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

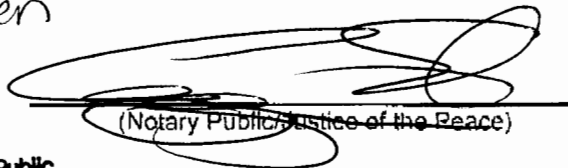

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 10 day of Jan, 2018.

By 
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018

Commission Expires: _____



**The Front Door Agency, Inc.
1987-2015**

MISSION STATEMENT:

To offer support and provide services to assist individuals and families transition from crisis to self-sufficiency.

CORE VALUES:

- Belief in dignity, respect and compassion for all people
- Belief through education, every person can grow and succeed.

Dignity • Respect • Compassion • Education • Integrity

AUDACIOUS GOAL:

To create a fully-funded comprehensive program that enhances the psychological, physical and financial well-being of disadvantaged individuals and families in the Greater Nashua area by offering services to all those who seek assistance.

THE FRONT DOOR AGENCY, INC.

Financial Statements

For The Year Ended June 30, 2017

Index To Financial Statements
For The Year Ended June 30, 2017

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Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7 - 17

INDEPENDENT AUDITORS' REPORT

To The Board of Directors
The Front Door Agency, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of The Front Door Agency, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Sulze + Sulzy PA CPA

November 8, 2017

THE FRONT DOOR AGENCY, INC.

STATEMENT OF FINANCIAL POSITION

June 30, 2017

ASSETSCURRENT ASSETS

Operating cash and cash equivalents	\$ 532,213
Endowment marketable securities	588,979
Promises to give	88,395
Endowment promises to give, net of a \$2,833 allowance for bad debt	7,392
HHARLF - client receivables (Note F)	10,064
HSGP - client receivables (Note G)	113,949
HSGP - state receivables (Note G)	966
RLF - client receivables (Note H)	713
Allowance for bad debt - client receivables	(3,000)
Other current assets	3,100
	<u>1,342,771</u>

PROPERTY & EQUIPMENT

Land, building & improvements	2,092,280
Leasehold improvements	56,941
Equipment and furniture	30,528
	<u>2,179,749</u>
Less accumulated depreciation	<u>(819,014)</u>
	<u>1,360,735</u>

OTHER ASSETS

Cash restricted	<u>36,994</u>
	<u>\$ 2,740,500</u>

LIABILITIES AND NET ASSETSCURRENT LIABILITIES

Notes payable, current portion	\$ 7,875
Accounts payable	14,271
Accrued payroll and payroll taxes	5,069
Security deposits	11,484
Deferred revenue	26,250
HHARLF vouchers outstanding	4,480
HSGP vouchers outstanding	161,359
	<u>230,788</u>

NOTES PAYABLE, net of current portion	<u>922,278</u>
---------------------------------------	----------------

NET ASSETS

Unrestricted	1,115,264
Temporarily restricted	174,505
Permanently restricted	297,665
	<u>1,587,434</u>
	<u>\$ 2,740,500</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.**STATEMENT OF ACTIVITIES**

For The Year Ended June 30, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUE AND SUPPORT				
Grant income	\$ 465,466	\$ -	\$ -	\$ 465,466
Fundraising events	261,616	-	-	261,616
Less: Cost of direct benefit to donor	(12,908)	-	-	(12,908)
Contributions	167,944	134,448	7,250	309,642
Investment income (Note L)	58,938	-	-	58,938
Rental income	149,845	-	-	149,845
Santa fund income	-	16,004	-	16,004
Miscellaneous income	3,674	-	-	3,674
In kind donations	42,301	-	-	42,301
Cancellation of debt	53,984	-	-	53,984
Net assets released from restrictions:				
Satisfaction of time	19,000	(19,000)	-	-
Satisfaction of purpose	22,799	(22,799)	-	-
Total Revenue and Support	<u>1,232,659</u>	<u>108,653</u>	<u>7,250</u>	<u>1,348,562</u>
EXPENSES				
Program services:				
Transitional Housing	520,132	-	-	520,132
Direct Services	278,047	-	-	278,047
Administration	95,770	-	-	95,770
Fundraising	134,956	-	-	134,956
Total Expenses	<u>1,028,905</u>	<u>-</u>	<u>-</u>	<u>1,028,905</u>
Increase in Net Assets	203,754	108,653	7,250	319,657
NET ASSETS, Beginning of Year	<u>911,510</u>	<u>65,852</u>	<u>290,415</u>	<u>1,267,777</u>
NET ASSETS, End of Year	<u>\$ 1,115,264</u>	<u>\$ 174,505</u>	<u>\$ 297,665</u>	<u>\$ 1,587,434</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2017

	PROGRAM SERVICES					
	Transitional Housing	Direct Services	Total Program	Administration	Fundraising	Total
Salaries and wages	\$ 209,943	\$ 99,313	\$ 309,256	\$ 48,824	\$ 74,543	\$ 432,623
Payroll taxes	16,029	7,548	23,577	3,730	5,713	33,020
Employee benefits	20,609	12,783	33,392	6,452	6,176	46,020
Education, community involvement & travel	1,257	65	1,322	1,132	676	3,130
Bank charges	1,566	36	1,602	473	616	2,691
Rent and utility expense	69,761	6,720	76,481	3,360	3,360	83,201
Telephone and communication	7,100	2,872	9,972	1,436	1,436	12,844
Building maintenance	36,806	658	37,464	1,449	705	39,618
Insurance	14,387	-	14,387	3,069	-	17,456
Professional fees	2,871	1,923	4,794	3,276	4,250	12,320
Audit fees	-	-	-	8,695	-	8,695
Office expense	2,687	2,835	5,522	12,309	15,168	32,999
Interest expense	12,540	-	12,540	-	-	12,540
In kind interest expense	42,301	-	42,301	-	-	42,301
Miscellaneous expense	933	-	933	125	-	1,058
Bad debts	17	11,742	11,759	-	80	11,839
Fundraising expense	-	-	-	-	22,233	22,233
Direct assistance:						
Holiday/Santa fund program	-	18,133	18,133	24	-	18,157
Rental assistance	799	83,055	83,854	-	-	83,854
Utility assistance	-	13,025	13,025	-	-	13,025
Stability assistance	-	16,218	16,218	-	-	16,218
Transportation	415	861	1,276	-	-	1,276
Child care	422	-	422	-	-	422
School supplies	3,720	-	3,720	-	-	3,720
Financial literacy	-	210	210	-	-	210
Miscellaneous	1,556	50	1,606	-	-	1,606
Total Expenses Before Depreciation	445,719	278,047	723,766	94,354	134,956	953,076
Depreciation	74,413	-	74,413	1,416	-	75,829
Total Expenses	\$ 520,132	\$ 278,047	\$ 798,179	\$ 95,770	\$ 134,956	\$ 1,028,905

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.

STATEMENT OF CASH FLOWS

For The Year Ended June 30, 2017

Cash flow provided by (used in) operating activities

Increase in net assets	\$ 319,657
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	75,829
Bad debt expense	11,839
Grant for fixed asset purchases	(15,000)
Cancellation of debt	(53,984)
Unrealized gain on investments	(33,178)
Realized gain on investments	(5,282)
Endowment contribution	(7,250)
Donated stock	(3,262)
Change in assets and liabilities:	
Increase in promises to give	(54,477)
Decrease in other current assets	1,020
Decrease in accounts payable	(1,432)
Decrease in accrued payroll and taxes	(2,229)
Decrease in deferred income	<u>(2,000)</u>
Net cash provided by operating activities	<u>230,251</u>

Cash flow provided by (used in) investing activities

Proceeds from sale of investments	37,026
Purchase of investments	(7,008)
Reinvested dividends	(20,478)
Decrease in cash restricted	860
Collection of endowment promise to give	5,675
Grant for fixed asset purchases	15,000
Purchase of fixed assets	(80,565)
Increase in security deposits	<u>1,560</u>
Net cash used in investing activities	<u>(47,930)</u>

Cash flow provided by (used in) financing activities

Principal payments of long-term debt	(6,998)
Decrease in HSGP - client receivable	6,362
Decrease in HSGP - state receivables	912
Decrease in RLF client receivables	460
Decrease in HSGP vouchers outstanding	(1,580)
Decrease in HHARLF - client receivables	849
Decrease in HHARLF vouchers outstanding	<u>(4,595)</u>
Net cash provided by financing activities	<u>(4,590)</u>

Net increase in cash and cash equivalents 177,731

Cash and cash equivalents, Beginning of Year 354,482

Cash and cash equivalents, End of Year \$ 532,213

SUPPLEMENTAL INFORMATION

Interest paid \$ 12,540

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.

NOTES TO FINANCIAL STATEMENTS

For The Year Ended June 30, 2017

NOTE A. NATURE OF ORGANIZATION

The Front Door Agency, Inc. was established to offer support and provide services to assist individuals and families transition from crisis to self-sufficiency. Its community service outreach program is made available to residents of Nashua, New Hampshire and its surrounding towns. It provides housing-related supportive services including; rental and utility assistance, extensive transitional housing services, security deposit loans, and other housing related needs. In addition, it provides assistance with transportation, medical and dental care, food, and with the holidays. It also offers a comprehensive financial literacy program.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Non-cash Contributions

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily and permanently restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Agency considers all unrestricted, highly-liquid investments with an initial maturity of three months or less, to be cash equivalents.

Investment Securities

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Property and Depreciation

Property is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building and improvements	4-27
Leasehold improvements	4-10
Equipment & furniture	3-7

Allowance Method

The Agency uses the allowance method to account for bad debts. The allowance is based on prior years' experience and management's analysis of specific promises to give. An allowance for bad debts of \$2,833 for promises to give, and \$3,000 for client receivables was required for the year ended June 30, 2017.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

Deferred revenue of \$26,250 consists of sponsorships for future events.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

Income Taxes

The Agency is exempt from federal income taxes pursuant to the Internal Revenue Code Section 501(c)(3).

The Agency's income tax filings are subject to audit by various taxing authorities. At June 30, 2017, the Agency's open audit periods included periods ended June 30, 2014 through 2017. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTE C. CASH RESTRICTED

As a requirement of some of the mortgages, segregated annual contributions are required and will be used for capital improvements subject to the approval of mortgagor.

NOTE D. NET ASSETS

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2017:

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE D. NET ASSETS (Continued)

Unrestricted Net Assets:	
Board designated endowment funds	\$ 301,070
Board designated Odierna scholarship fund	10,000
Unrestricted operating funds	<u>804,194</u>
	<u>\$ 1,115,264</u>
Temporarily Restricted Net Assets:	
Santa fund	\$ 34,002
Odierna scholarship	84,448
Building purchase	30,000
Renovations	6,055
Program	<u>20,000</u>
	<u>\$ 174,505</u>
Permanently Restricted Net Assets:	
Donor-restricted endowments funds	<u>\$ 297,665</u>

NOTE E. ENDOWMENTS

Endowment assets included the following at June 30, 2017:

Cash	\$ 2,364
Marketable securities	588,979
Promises to give, net of a \$2,833 allowance for bad debt	<u>7,392</u>
Total	<u>\$ 598,735</u>

Marketable securities with a cost of \$507,330 and an unrealized gain of \$81,649 are presented above at market value.

The Agency's endowment investments include donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Endowments provide funding to supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Net assets associated with endowment funds are classified as unrestricted, temporarily restricted or permanently restricted based on the existence or absence of donor-imposed restrictions as required by accounting principles generally accepted in the United States of America.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE E. ENDOWMENTS (Continued)

The fair value of donor-restricted endowment gifts is classified as permanently restricted in accordance with the Agency' interpretation of the Uniform Prudent Management of Institutional Funds Act enacted in New Hampshire on July 1, 2008.

Endowment net asset composition by type of fund consists of the following as of June 30, 2017:

Endowment Funds	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ -	\$ -	\$ 297,665	\$ 297,665
Board-designated	301,070	-	-	301,070
	<u>\$ 301,070</u>	<u>\$ -</u>	<u>\$ 297,665</u>	<u>\$ 598,735</u>

Changes in endowment net assets for the year ended June 30, 2017, were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets June 30, 2016	\$ 272,199	\$ -	\$ 290,415	\$ 562,614
Investment return:				
Interest & Dividends	20,478	-	-	20,478
Unrealized gains	33,179	-	-	33,179
Realized gains	5,282	-	-	5,282
Fees	(68)	-	-	(68)
Withdrawal	(30,000)	-	-	(30,000)
Endowment contributions	-	-	7,250	7,250
Endowment net assets June 30, 2017	<u>\$ 301,070</u>	<u>\$ -</u>	<u>\$ 297,665</u>	<u>\$ 598,735</u>

Return Objectives, Risk Parameters, Strategies and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities as listed above.

The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities and cash.

The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund annually from temporarily and unrestricted funds while maintaining the donor-imposed permanent restriction.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE F. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) – CLIENT RECEIVABLES

The Homeless Housing and Access Revolving Loan Fund provides guarantees of rental security deposits and/or first month's rent to eligible persons. A voucher is issued to the landlord for the client's security deposit and cash is advanced for the first month's rent. The client is responsible for making monthly payments toward the security deposit and/or first month's rent to the Agency. When the security deposit is paid in full, the Agency redeems the voucher for cash to the landlord. If the lease is terminated and the landlord redeems the voucher, the Agency purchases the voucher.

NOTE G. HOUSING SECURITY GUARANTEE PROGRAM (HSGP) – CLIENT RECEIVABLE AND STATE RECEIVABLE

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency redeems the voucher to the landlord for cash. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State.

NOTE H. REVOLVING LOAN FUND (RLF) - CLIENT RECEIVABLES

The Agency obtained non-governmental grants to assist individuals with their mortgage payments. The amounts are to be repaid by the recipients of the program.

NOTE I. REVOLVING LINE OF CREDIT

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2017. Amounts borrowed on the credit line are payable on demand and carry an interest rate of the prime rate plus .5% (currently 4%). The credit line is secured by a security interest in all The Front Door Agency, Inc.'s assets, and expires October 30, 2021.

NOTE J. LONG-TERM DEBT

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2017:

The following mortgages are repaid monthly by the Agency:

Mortgage payable, New Hampshire Community Loan Fund, secured by land and building (C Street), monthly payment of \$218 including interest at 4%, due August 2025.	\$ 14,082
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THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022. \$ 60,286

Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027. 151,833

The following mortgages are repaid through forgiveness of debt by the mortgagor:

Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007. 58,950

Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012 261,502

Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022. 180,000

This mortgage has no annual repayment:

Mortgage payable, City of Nashua, secured by land and building (Concord Street). Neither interest or principal is due as long as the Agency owns the property and meets affordability criteria. 203,500

930,153

Current maturities 7,875

\$ 922,278

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE J. LONG-TERM DEBT (Continued)

Maturities of NH Community Loan, Citizens Bank, and Community Housing Capital, Inc. long-term debt are as follows for the years ending June 30:

2018	\$ 7,875
2019	8,294
2020	8,738
2021	9,205
2022	9,503
Thereafter	182,586
Long term debt to be forgiven	500,452
No required repayment	<u>203,500</u>
	<u>\$ 930,153</u>

NOTE K. IN-KIND DONATION INTEREST/CANCELATION OF DEBT

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$42,301 that would have been due for the fiscal year ended June 30, 2017, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

Additionally, some of the mortgage obligations to the City of Nashua are being forgiven annually if certain criteria are met. The amount forgiven in the current year is \$53,984.

NOTE L. INVESTMENT INCOME

Investment income consists of the following:

Interest and dividend	\$ 20,478
Realized gains	5,282
Unrealized gains	<u>33,178</u>
	<u>\$ 58,938</u>

NOTE M. PENSION PLAN

On March 1, 2013 the Agency adopted a 401(k) profit-sharing plan. All employees meeting specified age and length of service requirements are included in the plan.

The 401(k) plan provides for matching of employee contributions in such amounts as management may determine up to \$500 per participant annually.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE M. PENSION PLAN (Continued)

Additionally, the Agency can make discretionary pro-rata contributions. Matching contributions are vested immediately and pro-rata contributions are fully vested after five years.

Pension expense for the plan charged to operations for the year ended June 30, 2017, was \$11,440.

NOTE N. OPERATING LEASE OBLIGATIONS

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, as a tenant-at-will, at a rate of \$1,400 per month. The Agency also rents two apartments, one for \$650 per month under a lease expiring on October 31, 2017 and an apartment for \$400 per month under a lease expiring January 31, 2017.

The Agency leases a telephone system. As of April 2017 the lease is at-will, at a rate of \$705 per month.

The Agency also leased a copier for \$308 per month under terms which expired in June 2017. A new lease was entered under terms through June 2022 at a rate of \$406 per month.

Minimum annual lease payments under the terms of non-cancelable leases are as follows:

Year ending June 30:	
2018	\$ 10,272
2019	\$ 4,872
2020	\$ 4,872
2021	\$ 4,872
2022	\$ 3,248

NOTE O. CONTINGENCIES/PROGRAM RELATED

The Agency receives funding from various state and federal programs. Under the terms of these programs, the Agency is required to use the funding within the period for purposes specified in the proposal. If expenditures of the program were found not to have been made in compliance with the proposal, the Agency might be required to repay the funds.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE P. CONTINGENCY/FACILITY RELATED

In June of 2012, the Agency purchased a building to provide housing at below-market rent to low and moderate income households. In addition to first and second mortgages on the property (Note J) the building was acquired subject to an additional performance only mortgage.

No principal or interest payments are required on the performance mortgage as long as the Agency maintains ownership of the property and rents to tenants with income less than 60% of the Area Median Income.

For each month the Agency meets the ownership and use performance requirements, the non-performance mortgage liability reduces from \$76,960 at June 30, 2017 to zero in 2019.

Compliance is fully intended through 2019 and beyond and therefore this contingent liability is not recorded in the accompanying financial statements.

NOTE Q. CONCENTRATION OF RISK

The Agency maintains its cash balances at various institutions. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2017, the Agency's uninsured cash balance was \$27,387.

NOTE R. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2017, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE S. FAIR VALUE MEASUREMENTS

The Fair Value Measurements and Disclosures in accordance with FASB ASC Topic 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE S. FAIR VALUE MEASUREMENTS (Continued)

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2017, there were no such transfers.

For the year ended June 30, 2017, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investment Securities

The fair value of publicly traded mutual funds is based upon market quotations of national security exchanges, and all are considered Level 1.

NOTE T. SUBSEQUENT EVENTS

Management has evaluated events through November 8, 2017, the date that the financial statements were available to be issued.



BOARD OF DIRECTORS 2017-18

OFFICERS

		<u>Occupation</u>
President:	Mr. Robert Kennedy	BAE Systems
President Elect:	Mrs. Jessica Ackerman	Deloitte & Touche
Vice-President:	Ms. Linda LaFleur	SquareTail Advisors
Secretary:	Mrs. Suzanne Beaubien	Bellwether Community Credit Union
Treasurer:	Mr. John Chase	Retired, BAE Systems
Past President:	Mr. Jed Anderson	Weisman, Tessier, Lambert and Halloran

MEMBERS

	<u>Occupation</u>
Mrs. Erin Almeda*	Former Concord Hospital
Mrs. Karen Carlisle	Former Crowne Plaza
Mrs. Jackie Clancy	Southern NH Health System
Mrs. Carol Connor	Retired, The Front Door Agency
Mr. Zachary Duprey	The Provident Bank
Ms. Paula Farrer	Right Networks, LLC
Mr. Nick Frasca	Frasca & Frasca, P.A.
Ms. Lyn Healy	Education Consultant
Mr. Cory Hussey	Stanley Elevator
Mr. Kip Jackson	Pegasystems
Ms. Molly Kepner	The Berstein Shur Group
Mr. Michael Martinez*	Cityside Management
Mr. David S. McGinley	Retired
Ms. Suneela Mistry	UniClean Cleanroom Services
Mr. Jeff Monahan	The Monahan Companies
Mrs. Meagan Pollack	Curriculum Associates
Mr. Walter Razzaboni, Jr.	UBS Financial Services
Mr. Robert Shaw*	Texas Instruments
Mrs. Alyssa Turcotte	Eaton & Berube Insurance
The Rev. Alanna Van Antwerpen	Church of the Good Shepherd
Mr. John Ziemba	Triangle Credit Union

ADVISORY BOARD

	<u>Occupation</u>
Mrs. Lori Lambert*	Weisman, Tessier, Lambert & Halloran
Mrs. Lisa Law	Law Logistics
Mr. Rich Lovering*	Lovering Volvo
Ms. Beth Raymond*	Gateways

*Denotes Past Presidents

Maryse Wirbal

PROFESSIONAL SUMMARY

Effective leader in a range of different capacities providing a blend of leadership experience with fiscal management, marketing, human resources, grant writing, fund raising, policy development and administrative tasks.

WORK HISTORY

Chief Executive Officer

The Front Door Agency, Inc., Nashua, NH

1998- Present

A not-for-profit, 501(c) tax-exempt human services organization assisting individuals and families in crisis transition to self-sufficiency.

Oversight and overall management, planning, vision and leadership for all aspects of the Agency including; development of programs and services, finance, resource development, human resources, communications, and board development. Duties include:

- Supporting, recruiting, and working with a Volunteer Board of Directors comprised of 23-27 business leaders throughout the community.
- Managing all office operations, including: human resources, purchasing, technology, and maintenance.
- Providing overall fiscal management and oversight to include: developing annual budget, reviewing monthly financial reports and cash flow, providing good stewardship of donor and grant support, maintaining capital assets, overseeing major fund raising events, donor cultivation, writing grant proposals.
- Ensuring quality programs and services are available and meet the overall mission of the agency in a cost effective and efficient manner.
- Serving as the lead ambassador for the agency
- Creating and providing adherence to policies and procedures for the agency
- Leading the agency in the Strategic Planning Process held every four years
- Participating in community forums, collaborations, partnerships

Major Accomplishments include: Developing five transitional housing projects with little debt; increasing programs and budget by nearly 60%; conceiving, initiating and enhancing fund raising activities; increasing donor support; developing and implementing five Agency strategic plans and accomplishing 90% of goals; establishing a \$550,000 endowment fund; creating and maintaining community collaborations.

Business Manager

1995-1998

Nashua Pastoral Care Center, Inc., Nashua, NH

Responsible for the day-to-day administrative and fiscal responsibilities including; account payables, account receivables, payroll, and financial statement preparation, employee benefit programs, purchasing and fund raising.

Accounting Associate**Velcro USA, Inc., Manchester, NH****1994-1995**

Duties included; managing payables for eight regions, oversight of fifty telephone accounts, monthly accruals, cash receipts, analysis of expenditures, reconciliation of bank statements, and processing payroll for 500+ employees nationwide.

Teller Supervisor**First NH Bank – Nashua Trust Division, Nashua, NH****1987-1992**

Duties included: customer relations, balancing cash drawer and ATM daily, supervising tellers, managing weekly cash shipments, on-call support.

EDUCATION

Recognized as the Next 20-Emerging Leaders in Nashua by the Telegraph	December 2012
Leadership New Hampshire , Concord, NH	June 2005
Leadership Greater Nashua, Greater Nashua Chamber of Commerce	June 1998
BS, Business Finance; Minor, Economics	May 1993
SOUTHERN NEW HAMPSHIRE UNIVERSITY , Manchester, New Hampshire	
Certificate, Basic Tax Preparation	
H & R Block , Merrimack, NH	1996

COMMUNITY INVOLVEMENT/INTERESTS
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Immediate Past-President, Rotary Club of Nashua <i>(member of the Rotary Club of Nashua since 1998)</i>	Current
Member, United Way of Greater Nashua Community Needs Assessment Committee	1999-Present
Executive Board Member, Greater Nashua Continuum of Care	1998-Present
Board Member, Hunt Community	2005-2013/ 2014-Present
Board Member, Hunt Senior Living	2014-Present
Committee Member, Recognizing Top Women Leaders in Greater Nashua Community as recognize by The Telegraph	2013-Present
Advisory Member, Nashua Area Health Center	2003-2012
Executive Board Member, Greater Nashua Chamber of Commerce	2004-2010
School Board Member, Infant Jesus School, Nashua	2005-2009
Board Member, Greater Nashua Dental Connection, Inc. <i>(founding member, treasurer, and past president)</i>	1998-2005
Member, Nashua Mayor's Task Force on Affordable Housing	2003
Advisory Member, American Cancer Society	1998-1999

REFERENCES FURNISHED UPON REQUEST
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REBECCA GAGNE

SUMMARY

A Human Services Professional with over ten years experience working in a residential program for women and children. Experience includes: substance abuse; mental health; community outreach and empowering families to transition from crisis to self-sufficiency.

PROFESSIONAL EXPERIENCE

Director of Transitional Housing

April 2012-Present

THE FRONT DOOR AGENCY, INC., Nashua, New Hampshire

A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency formally known as the Nashua Pastoral Care Center, Inc.

Providing oversight for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Establishing outcome measurements and ensuring program objectives are met.
- Supervision of all direct service staff, residential aides, program administrative staff and maintenance personnel.
- Overseeing maintenance issues at all three owned properties.
- Providing oversight on all program policies and procedures.
- Participating in community activities.
- Representing the agency in the community.

Case Manager

December 2001-April 2012

THE NASHUA PASTORAL CARE CENTER, Nashua, New Hampshire

Providing extensive case management for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Providing support, advocating and assisting in eliminating barriers to enhance resident's ability to succeed.
- Coordinating all services necessary for the resident to become a self-sufficient member of the community.
- Participating in community activities.

Case Manager**May 2001-December 2001****GIRLS INC., Nashua, New Hampshire**

Duties included assisting ten young women ages 14-21 with daily living in a nonprofit residential living facility. Job required effective coordination and linkage of all academic and career related components, time management, positive role modeling, empathetic listening, developing and following individual treatment plans, connecting with people and resources, and follow up. Other duties involved organizing the volunteer program, coordinating educational sessions and activities.

Pre-School Teacher**July 2000-May 2001****GIRLS INC., Nashua, New Hampshire**

Duties included: planning and implementing a monthly curriculum aiding children physically, socially, emotionally, and intellectually; providing age appropriate activities to encourage creative expression and appreciation of the arts; and creating a monthly parent newsletter.

EDUCATION**Certified GAIN I Administrator (Global Appraisal of Individual Needs)****August 2010**

The GAIN I is a standardized bio-psycho-social assessment designed to help clinicians gather information for diagnosis, placement, and treatment planning.

Graduate**39th ANNUAL NEW ENGLAND SCHOOL ON ADDICTION STUDIES, Rindge, NH****June 2008**

New Hampshire Training Institute on Addictive Disorders

Graduate**37th ANNUAL NEW ENGLAND SCHOOL ON ADDICTION STUDIES, Storrs, CT****June 2006**

New Hampshire Training Institute on Addictive Disorders

BA in Psychology**December 1999****KEENE STATE COLLEGE, Keene, New Hampshire**

Member, Delta Phi Epsilon (1997-1999)

AS in Chemical Dependency**May 1999****KEENE STATE COLLEGE, Keene, New Hampshire****VOLUNTEER EXPERIENCE**

Day of Caring Committee Member:	United Way of Greater Nashua	2011-Present
Big Sister:	Big Brothers and Big Sisters Organization of Nashua	2004-2012
Internship:	Alvirne High School, Hudson, NH Guidance Department	1999

REFERENCES FURNISHED UPON REQUEST

Education

- University of New Hampshire at Manchester- *Manchester, NH*- Bachelor of Arts May 2015
- Majors: Psychology and Communication Arts, cum laude
- James Cook University- *Townsville, Queensland, Australia* February 2013 -June 2013
- Took a full course load of classes in psychology, sociology, and general studies

Work Experience

- Case Manager at The Front Door Agency- *Nashua, NH* August 2017- Present
- Providing extensive case management for a residential Transitional Housing Program for women and children.
 - Ensuring all residents maintain compliance with the educational and residential components of the program.
 - Conducting interviews with all potential clients, determining eligibility and setting goals.
 - Coordinating all services necessary for the family to move towards self-sufficiency.
- Intake Specialist at Rockingham Community Action- *Derry, NH* August 2015- August 2017
- Interview clients and collect all necessary paperwork to complete fuel, electric, and crisis program applications
 - Perform outreach tasks such as identifying possible locations, distributing materials, and promoting our services
 - Understand the rules and regulations of the FAP, EAP, SEAS, WXN, and housing programs
 - Work with the elderly, disabled, and low income population
- Program Assistant at 21st Century Community Learning Centers- *Manchester, NH* September 2013- May 2015
- Planned and ran afterschool clubs for students in grades K-5
 - Supervised students throughout the afternoon and assisted with homework
- Teller I at TD Bank, N.A. - *Wilton, NH* July 2011-January 2013
- Assisted customers with transactions and sold TD Bank products
 - Handled confidential and sensitive information

Internship Experience

- Disney College Program at Walt Disney Company- *Orlando, FL* August 2014- January 2015
- Worked in Attractions and performed parade access control during the Christmas season
 - Assisted park guests with their inquiries while maintaining the Disney image and ideals
- Title-I Intern at Hallsville Elementary School- *Manchester, NH* January 2014- June 2014
- Aided the Title-I supervisor with clerical work
 - Organized and ran Lunch-Bunch program for select students for social skill improvement
 - Conducted enrichment programs that focused on blogging skills for grades 2-5

Research Experience

- Needs Based Assessment for the YWCA of Manchester January 2015-May 2015
- Created a survey, facilitated focus groups, and analyzed final results of project
 - Presented at the UNH Manchester Undergraduate Research Conference 2015 and at the YW in Manchester

Special Skills

Technical Skills - Proficiency with Microsoft Office products, FAP/EAP programs, Qualtrics, HMIS data forms, and SPSS
Communication Skills - Excellent interpersonal communication skills with coworkers and clients. Ability to write in many different styles including lab reports, literature reviews, and narrative essays.

Sarah Burns

EXPERIENCE

The Front Door Agency, Nashua, NH

Transitional Housing Program Case Manager

AUGUST 2015 - PRESENT

- Provide case management and support for single mothers and their children in Phase 2 and 3 of the agency's transitional housing program.
- Conduct weekly case management meetings focusing on goals, budgeting, education, parenting and health/wellness.
- Co-facilitate bi-weekly skills and support group for women in the program, focusing on positive thinking, support and goals.
- Coordinating and arranging all services for the family to achieve self-sufficiency.

Case Technician of Housing Services

FEBRUARY 2015 - AUGUST 2015

- Provided property management for the agency's low-income apartment building. Completed and reviewed annual tenant HOME income/rental verification forms per HUD funding regulations. Oversaw all building maintenance and resolved tenant issues.
- Enter all client information into HMIS (Homeless Management Information System).

Humane Society for Greater Nashua, Nashua, NH

Director of Outreach and Volunteer Coordinator

2000 - 2003

- Provided training and managed work assignments and skills assessments of 70+ volunteers.
- Held monthly Volunteer Orientations for new volunteers.
- Provided a link between the Humane Society and the community by making presentations at schools and civic organizations, attended local fairs, conducted shelter tours and appeared on radio and television.
- Coordinated updates and maintenance of the website and answered daily emails about the shelter.
- Worked directly with clients interested in adopting animals, including interviewing families and completing adoption paperwork.

A Safe Place, Portsmouth, NH

Domestic Violence Advocate and Resident Assistant

SEPTEMBER 1999 - JUNE 2000

- Answered 24 hour domestic violence crisis line.
- Provided support to women and their children living in the shelter.
- Maintained confidentiality of all residents.

New Heights, Portsmouth, NH

Teen Center Counselor

1999 - 2000

- Worked with teens in an after-school and summer youth program. Organized and facilitated recreational and adventure activities for large and small groups of teens.
- Worked one-on-one with at-risk youth and their parents to develop behavior contracts for acceptable behavior.
- Co-facilitated *In Good Company*, an intergenerational after school group which focused on building positive relationships between senior adults and adolescents.
- Co-facilitated *Annie's Forum*, an intergenerational women's discussion group, aimed at supporting high school girls by developing positive role models and new skills.

VOLUNTEER WORK

Hollis Preschool, Hollis, NH

Board of Directors, Property Management

2009 - 2012

- As part of the Board, I was responsible for hiring teachers, budgeting, fundraising, recruiting new students and managing relationships between the school and parents.
- As Properties Manager, I was responsible for all building maintenance, including fire safety, hiring contractors, playground equipment and negotiating the lease with the landlord.

EDUCATION

University of New Hampshire, Durham, NH

B.A. Social Work

Minor in Women's Studies

1996 - 2000

Kristy E. Besada

Work Experience

2017-Present **Housing Advocate**

The Front Door Agency, Nashua, NH

- **Oversee rent and utility assistance programs to prevent homelessness** by qualifying clients for programs, communicating with landlords and utilities to develop payment arrangements, rendering financial assistance, and engaging clients in case management to help clients maintain affordable housing.
- **Administer security deposit loan programs**, working with landlords and prospective tenants on an interest-free loan/voucher program, leading to the procurement of safe, affordable housing for low-income clients.
- **Conduct Rapid Rehousing program with very low-income homeless clients.** Assist clients in finding affordable housing. Provide rental assistance and regular case management as clients work to remove obstacles to housing stability.
- **Manage Financial Literacy Program** in partnerships with Santander Bank and local non-profit facility providers to educate clients on sound financial practices from basic banking and credit repair to planning for home ownership.
- **Participate in local Coordinated Access system** by responding to incoming calls and referring clients to appropriate agencies to prevent/divert homelessness or directly assist homeless persons/families.
- **Represent the agency in Continuum of Care and Homeless Prevention meetings** with representatives of local government and other area non-profit agencies.

2009-Present **Coordinator of Adult Education** (volunteer)

Main Street United Methodist Church, Nashua, NH

- **Developed and expanded educational programming** for a politically, theologically and ethnically diverse United Methodist congregation, resulting in increased dialogue, participation and interest in social action.
- **Developed, planned, taught and facilitated short- and long-term classes and workshops.**
- Facilitated discussions of *Servant or Sucker: Wise and Compassionate Ways to Help the Poor* and Robert D. Lupton's *Toxic Charity: How Churches and Charities Hurt Those They Help (And How to Reverse It)* in an effort to build more effective ministries with our poor neighbors.
- **Trained, resourced and mentored new and experienced teachers**, especially for transforming difficult group dynamics, understanding theological concepts, and selecting and using curricula.
- **Taught and modeled covenanted group leadership**, helping groups to self-regulate and value all participants as members of a community, regardless of difference, while maintaining healthy boundaries and respect.

2003-2005

Minister of Discipleship

Main Street United Methodist Church, Nashua, NH

- **Formed, developed, resourced, and led small group ministries.**
- **Welcomed and tracked newcomers .**
- **Provided pastoral care** for the ill, infirmed, distressed, and bereaved.
- **Developed spreadsheets and databases in Excel and Access.**
- **Assisted the Senior Pastor in leading worship. Planned and led worship.**
- **Trained small group leaders.**
- **Mentored and resourced Evangelism Committee and Welcome Team.**
- **Developed and led a successful young adults' ministry.**
- **Taught Senior High Sunday school class (grades 9-12.**
- **Contacted inactive membership to assess and address needs .**

Summer 2004

Transitional Housing Program Intern

Nashua Pastoral Care Center at Norwell, Nashua, NH

- **Garnered a basic understanding of non-profit administration** and cooperation.
- **Participated in administrative processes with clients, case workers and director.**
- **Assessed the needs of individuals and groups, helping individuals recognize and break destructive cycles** in their lives and **maintain healthy boundaries.**
- **Provided providing pastoral care, mentoring and structure** to clients.
- **Tutored clients for GED and other academic examinations.**
- **Led a financial values parenting skills curriculum** for clients.

Education

2005

Master of Divinity

Boston University School of Theology
summa cum laude

1996

Bachelor of Science—Mechanical Engineering

The Pennsylvania State University
University Scholars Program, Tau Beta Pi honor society
Cooperative Education

Ordination

Certified Candidate for the Order of Deacon* in the United Methodist Church

** A Deacon in the U.M.C. is an ordained minister who seeks to build bridges between the Church and the World through ministries of service, compassion and justice. Target commissioning date, June 2018.*

Other Work History

- 2003-Present **Substitute Preacher/Worship Leader**
Main Street United Methodist Church, Nashua, NH
Londonderry United Methodist Church, Londonderry, NH
- 2014-2015 **Substitute Para-educator**
Nashua Public School District, Nashua, NH
- 2000-2001 **Technical Recruiter**
Kforce.com, Nashua, NH
- 1999 **Customer Service Engineer**
SAMSCO, Goffstown, NH
- 1998 **Process Engineer (contract)**
Henkel Surface Technologies contract at General Electric,
Fitchburg, MA, Hooksett, NH, Bangor, ME
- 1996-1997 **Manufacturing Engineer**
E. I. DuPont de Nemours, Orange, TX

Computer Skills

Microsoft Word, Excel, Access, PowerPoint

Relevant Coursework

- Pastoral Care and Counseling
- Conflict Transformation
- Religion, Identity and Conflict
- Comparative Religious Ethics
- Feminist and Post-Modern Theology
- Sociology of Religion
- The Gospel and Popular Culture

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: THE FRONT DOOR AGENCY, INC.

Name of Contract: HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF)
RFA-2018-BHHS-02-HOMEL

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Rebecca Gagne	Director, Transitional Housing	\$52,515	20.00%	\$10,503.00
Sarah Burns	Case Manager, Transitional Housing	\$25,792	60.00%	\$15,475.20
Kelsey Sanborn	Case Manager, Transitional Housing	\$25,792	60.00%	\$15,475.20
Kristy Besada	Housing Advocate	\$24,960	5.00%	\$1,248.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$42,701.40

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

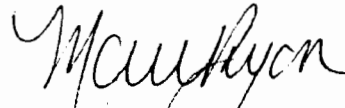
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

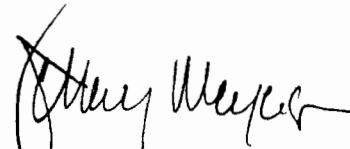
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.

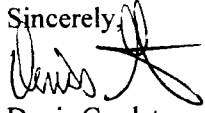


STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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www.nh.gov/doiit

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.21

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Front Door Agency, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 7 Concord Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12) and subsequently amended on June 1, 2016 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$82,500 from \$175,000 to read: \$257,500.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maryellen Ryan
Name: Maryellen Ryan
Title: Director

The Front Door Agency, Inc.

5/10/17
Date

Maryse Wirbel
Name: Maryse Wirbel
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 5/10/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Cindy Enright
Name and Title of Notary or Justice of the Peace
CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018

My Commission Expires: _____

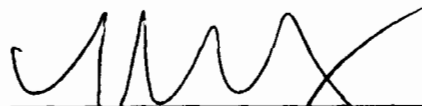
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/26/17


Name: _____
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$82,500.00
SFY17	not to exceed \$92,500.00
SFY18	not to exceed \$82,500.00
July 1, 2015 – June 30, 2018:	not to exceed \$257,500

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$180,000.00	
Intervention	\$67,500.00	
Security Deposit and Rental Assistance (SFY 2017 only)		\$10,000.00
Total program amount	\$257,500.00	

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The State agrees to provide payment for actual costs, up to \$10,000 for Security Deposit and Rental Assistance as specified in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.
- 6.3. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.4. **Conformance to 2 CFR Part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #2, Section 5.2 of this Agreement.

[Handwritten initials]

[Handwritten date: 5/10/17]



Jeffrey A. Meyers
Commissioner

Marilee Nihan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

11 mac

April 28, 2015

6/1/15 = 11

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 to amend an existing agreement with The Front Door (Vendor #156244-B001) for the provision of transitional shelter and intervention services through the State Grant-in-Aid program by amending the scope of services and increasing the price limitation by \$10,000 from \$165,000 to \$175,000 with no change to the contract end date of June 30, 2017, effective upon Governor and Executive Council approval. 100% General Funds.

Funding is available in the following account for State Fiscal Years 2016 and 2017, with the ability to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	New Budget
2016	102-500734	Contracts for Prog Srvs	42307020	\$82,500	\$0	\$82,500
2017	102-500734	Contracts for Prog Srvs	42307020	\$82,500	\$10,000	\$92,500
Sub-total				\$165,000	\$10,000	\$175,000

EXPLANATION

The purpose of this request is to add funding to an existing agreement for security deposit and rental assistance, which will be added to intervention services and transitional shelter services currently provided by the vendor to homeless individuals. The Department has been made aware of a disproportionate need for security deposit and rental assistance in the vendor's service area. Therefore, the Department is requesting the current price limitation be increased by \$10,000 from \$165,000 to \$175,000. The additional funds will be used for security deposit and rental assistance, which will assist with stabilizing individuals who are at risk of

becoming homeless or who are transitioning into permanent housing. The vendor currently provides the following services through the State Grant-in-Aid (SGIA) program.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

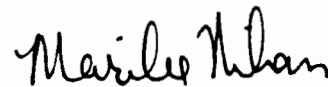
Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: essential services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Should Governor and Executive Council not authorized this request, individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Marilee Nihan, M.B.A.
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant-In-Aid Funds Program Contract**

This 1st Amendment to the State Grant-In-Aid Funds Program contract (hereinafter referred to as "Amendment #1") dated this 4th day of April, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Front Door Agency, Inc. (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 7 Concord Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and, the State may, amend the Contract by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS the parties agree to amend the scope of services to meet the needs of individuals who are homeless or at risk of becoming homeless and increase the price limitation accordingly; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, to read:
\$175,000
2. Add Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2 to read:
 - 2.2 The contractor shall provide security deposit and/or first month's rental assistance to individuals who are homeless or at risk of becoming homeless. The Contractor shall:
 - 2.2.1 Determine eligibility based on need, including completing a housing assessment to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
 - 2.2.2 Disburse funds or equivalent vouchers to landlords.
 - 2.2.3 Assist eligible individuals with creating budgets that will assist with maintaining housing.



2.2.4 Refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate

3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment.

New Hampshire Department of Health & Human Services
State Grant-in-Aid Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/6/16
Date

Marilee Nihan
Name: Marilee Nihan
Title: Deputy Commissioner

The Front Door Agency, Inc.

April 14, 2016
Date

[Signature]
NAME: [Signature]
TITLE: CEO

Acknowledgement:

State of NH, County of Hillsborough on 4/4/16,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace
CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.

1.1. Activities identified in Subparagraph 2.2 are funded by 100% General Funds as follows:

1.1.1. Security Deposit and rental assistance for SFY 2017 shall not exceed \$10,000.

2. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

2.1. This contract is funded 100% by the New Hampshire General Fund as follows:

2.2. Total Amount State Grant-in-Aid Funds Program;

- SFY15 not to exceed \$82,500
- SFY16 not to exceed \$82,500
- July 1, 2015 – June 30, 2017: not to exceed \$165,000

2.3. Funds allocation under this agreement:

- Transitional Shelter Services \$120,000
- Intervention Services \$45,000
- Security Deposit and Rental Assistance: \$10,000
- **Total program amount \$175,000**

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

5.1. 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

[Handwritten Signature]
4/14/16



Exhibit B – Amendment #1

Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 6.2. The State agrees to provide payment for actual costs, up to \$10,000 for Security Deposit and Rental Assistance as specified in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.
 - 6.3. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 6.4. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 7.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or

[Handwritten Signature]
4/11/11

New Hampshire Department of Health and Human Services
State Grant-in-Aid (SGIA) Funds Program



Exhibit B – Amendment #1

such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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2/15/14



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Marilee Nihan
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 28, 2015

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 to amend an existing agreement with The Front Door (Vendor #156244-B001) for the provision of transitional shelter and intervention services through the State Grant-in-Aid program by amending the scope of services and increasing the price limitation by \$10,000 from \$165,000 to \$175,000 with no change to the contract end date of June 30, 2017, effective upon Governor and Executive Council approval. 100% General Funds.

Funding is available in the following account for State Fiscal Years 2016 and 2017, with the ability to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	New Budget
2016	102-500734	Contracts for Prog Srvs	42307020	\$82,500	\$0	\$82,500
2017	102-500734	Contracts for Prog Srvs	42307020	\$82,500	\$10,000	\$92,500
Sub-total				\$165,000	\$10,000	\$175,000

EXPLANATION

The purpose of this request is to add funding to an existing agreement for security deposit and rental assistance, which will be added to intervention services and transitional shelter services currently provided by the vendor to homeless individuals. The Department has been made aware of a disproportionate need for security deposit and rental assistance in the vendor's service area. Therefore, the Department is requesting the current price limitation be increased by \$10,000 from \$165,000 to \$175,000. The additional funds will be used for security deposit and rental assistance, which will assist with stabilizing individuals who are at risk of

becoming homeless or who are transitioning into permanent housing. The vendor currently provides the following services through the State Grant-in-Aid (SGIA) program.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

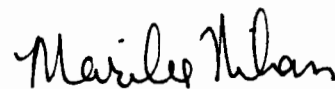
Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: essential services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Should Governor and Executive Council not authorized this request, individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

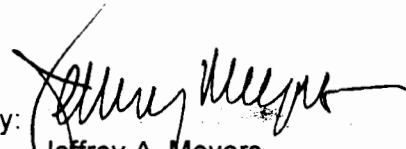
Source of Funds: 100% General Funds

Respectfully submitted,



Marilee Nihan, M.B.A.
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant-In-Aid Funds Program Contract**

This 1st Amendment to the State Grant-In-Aid Funds Program contract (hereinafter referred to as "Amendment #1") dated this 4th day of April, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Front Door Agency, Inc. (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 7 Concord Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and, the State may, amend the Contract by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS the parties agree to amend the scope of services to meet the needs of individuals who are homeless or at risk of becoming homeless and increase the price limitation accordingly; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, to read:
\$175,000
2. Add Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2 to read:
 - 2.2 The contractor shall provide security deposit and/or first month's rental assistance to individuals who are homeless or at risk of becoming homeless. The Contractor shall:
 - 2.2.1 Determine eligibility based on need, including completing a housing assessment to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
 - 2.2.2 Disburse funds or equivalent vouchers to landlords.
 - 2.2.3 Assist eligible individuals with creating budgets that will assist with maintaining housing.



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- 2.2.4 Refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate
3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment.

New Hampshire Department of Health & Human Services
State Grant-in-Aid Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/4/16
Date

Marilee Nihan
Name: Marilee Nihan
Title: Deputy Commissioner

The Front Door Agency, Inc.

April 14, 2016
Date

Max Kint
NAME: Max Kint
TITLE: CEO

Acknowledgement:

State of NH, County of Hillsborough on 4/4/16,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

CINDY ENRIGHT, Notary Public
My Commission Expires June 6, 2018

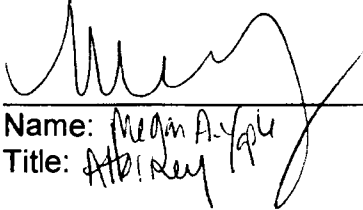
New Hampshire Department of Health & Human Services
State Grant-in-Aid Funds Program



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/14
Date


Name: Megan A. Yale
Title: Atty. Gen.

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on:
_____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.
 - 1.1. Activities identified in Subparagraph 2.2 are funded by 100% General Funds as follows:
 - 1.1.1. Security Deposit and rental assistance for SFY 2017 shall not exceed \$10,000.
2. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
 - 2.1. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.2. Total Amount State Grant-in-Aid Funds Program;
 - SFY15 not to exceed \$82,500
 - SFY16 not to exceed \$82,500
 - July 1, 2015 – June 30, 2017: not to exceed \$165,000
 - 2.3. Funds allocation under this agreement:
 - Transitional Shelter Services \$120,000
 - Intervention Services \$45,000
 - Security Deposit and Rental Assistance: \$10,000
 - **Total program amount \$175,000**
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.
4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

 - 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
 - 5.1. 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



Exhibit B – Amendment #1

Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The State agrees to provide payment for actual costs, up to \$10,000 for Security Deposit and Rental Assistance as specified in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.

6.3. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.4. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or

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Exhibit B – Amendment #1

such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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5/10/14



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	198
4. Community Action Partnership of Stafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
8. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Front Door Agency, Inc.		1.4 Contractor Address 7 Concord Street Nashua NH 03064	
1.5 Contractor Phone Number 603-886-2866	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$165,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Erin K. Almeda</i>		1.12 Name and Title of Contractor Signatory <i>Erin K. Almeda President, Board of Directors</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/20/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Maryse Wirbal</i>			
1.13.2 Name and Title of Notary or Justice of the Peace MARYSE A. WIRBAL, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature <i>Mary Ann Conway</i>		1.15 Name and Title of State Agency Signatory <i>Mary Ann Conway Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. Yoder</i> Megan A. Yoder Attorney On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: EKA
Date: 6/20/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

EKA

6/28/15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

EKA
(P) 2/24/15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$82,500.00
SFY17 not to exceed \$82,500.00

July 1, 2015 – June 30, 2017: not to exceed \$165,000.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services \$120,000.00
Intervention \$45,000.00
Total program amount \$165,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. **USE OF GRANT FUNDS**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

6/26/15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6-26-15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6-26-15
Date

Erin K. Almeida
Name: Erin K. Almeida
Title: President, Board of Directors



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34); which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

EKA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

4/26/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/26/15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors

Exhibit G

Contractor Initials EKA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 6/26/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4/26/15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

EKA

6/26/15



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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6/26/15



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
Mary Ann Conway
 Signature of Authorized Representative
Mary Ann Conway
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
7/17/15
 Date

The Front Door Agency, Inc.
 Name of the Contractor
Erin K. Almeida
 Signature of Authorized Representative
Erin K. Almeida
 Name of Authorized Representative
President, Board of Directors
 Title of Authorized Representative
6/26/15
 Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/26/15
Date

Erin K. Almeida
Name: Erin K. Almeida
Title: President, Board of Directors



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: 879 861474
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th day of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 177 Union Street, PO Box 326, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$64,083 from \$192,249 to read: . \$256,332.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Pappan
Name: *Christie Pappan*
Title: *Associate Commissioner*

The Salvation Army

1/24/2018
Date

Michael J. Southwick
Name: Michael J. Southwick
Title: Secretary

Acknowledgement of Contractor's signature:

State of New York, County of Rockland on 1/24/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jennifer Leddy, Contract Analyst
Name and Title of Notary or Justice of the Peace

My Commission Expires: *Jennifer Leddy*

Jennifer Marie Leddy
Notary Public, State of New York
No: 01LE6344383
Qualified in Rockland County
Commission Expires June 27, 2020



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date

[Signature]
Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$64,083.00
SFY17	not to exceed \$64,083.00
SFY18	not to exceed \$64,083.00
SFY19	not to exceed \$64,083.00
July 1, 2015 – June 30, 2019: not to exceed \$256,332.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$256,332.00
Total program amount	\$256,332.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

		New Hampshire Department of Health and Human Services								
		Bidder/Program Name: The Salvation Army-Carey House								
		Budget Request for: State Grant-In-Aid Funds								
		Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)								
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 61,100.00	\$ -	\$ 61,100.00	\$ 30,940.00	\$ -	\$ 30,940.00	\$ 30,160.00	\$ -	\$ 30,160.00	
2. Employee Benefits	\$ 30,497.00	\$ -	\$ 30,497.00	\$ 15,249.00	\$ -	\$ 15,249.00	\$ 15,248.00	\$ -	\$ 15,248.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 14,212.00	\$ -	\$ 14,212.00	\$ 7,106.00	\$ -	\$ 7,106.00	\$ 7,106.00	\$ -	\$ 7,106.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	
Office	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ 13,100.00	\$ -	\$ 13,100.00	\$ 6,550.00	\$ -	\$ 6,550.00	\$ 6,550.00	\$ -	\$ 6,550.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 3,234.00	\$ -	\$ 3,234.00	\$ 1,617.00	\$ -	\$ 1,617.00	\$ 1,617.00	\$ -	\$ 1,617.00	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ 2,304.00	\$ -	\$ 2,304.00	\$ 1,152.00	\$ -	\$ 1,152.00	\$ 1,152.00	\$ -	\$ 1,152.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14. Gifts-in-Kind	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	
15. Support Services	\$ 14,500.00	\$ -	\$ 14,500.00	\$ 14,500.00	\$ -	\$ 14,500.00	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 163,447.00	\$ -	\$ 163,447.00	\$ 99,364.00	\$ -	\$ 99,364.00	\$ 64,083.00	\$ -	\$ 64,083.00	

Indirect As A Percent of Direct

0.0%

Carey
House

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE SALVATION ARMY is a New York Nonprofit Corporation registered to transact business in New Hampshire on July 19, 1954. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2016.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS

LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
www.salvationarmy-usaeast.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

CORPORATE RESOLUTION

I, Michelle L. Dressler, do hereby certify that at a duly authorized meeting of the Board of Trustees of The Salvation Army, a New York Corporation, held on November 22, 2016, at which a quorum of the Trustees were present, it was voted that effective November 22, 2016

Adolph M. Orlando, Second Assistant Secretary - Property

of the Corporation, be hereby authorized to execute documents and contracts in the name of and on behalf of said Corporation, and such execution or obligation in this Corporation's name on its behalf by such Second Assistant Secretary - Property, shall be valid and binding upon this Corporation.

I hereby certify that I am Assistant Secretary - Finance of The Salvation Army and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

April 4, 2018

Michelle L. Dressler
Assistant Secretary - Finance

Sworn to and subscribed before me
4th day of April in the year 2018

Jessica M. Marquez
Notary Public, State of New York
No. 01MA5050641
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires on October 16, 2021



THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS

LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
www.salvationarmy-usaeast.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

CORPORATE RESOLUTION

I, ADOLPH M. ORLANDO, do hereby certify that at a duly authorized meeting of the Board of Trustees of The Salvation Army, a New York Corporation, held on September 8, 2015, at which a quorum of the Trustees were present, it was voted that effective September 1, 2015

Michael J. Southwick, Secretary or Richard D. Allen, Assistant Secretary –Legal

of the Corporation, together or separately, be hereby authorized to execute documents and contracts in the name of and on behalf of said Corporation, and are authorized to affix its Corporate seal thereto; and such execution or obligation in this Corporation's name on its behalf by such Secretary or Assistant Secretary - Legal under seal of the Corporation, shall be valid and binding upon this Corporation.

This authorization includes submission of applications, documents and agreements such as the attached Application for the Shelter Program with the State of New Hampshire Department of Health and Human Services, for our operations in Laconia, NH.

I hereby certify that I am Second Assistant Secretary –Property of The Salvation Army and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

A True Copy; Under Seal of Corporation,

Adolph M. Orlando January 24, 2018
Second Assistant Secretary –Property

Sworn to and subscribed before me this
24th day of January in the year 2018

Jennifer Marie Leddy
Notary Public, State of New York
No: 01LE6344383
Qualified in Rockland County
Commission Expires June 27, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CHESTERFIELD INSURANCE AGENCY, INC.
 P. O. BOX 237
 GREEN, OH 44232-0237

INSURED
THE SALVATION ARMY, A NEW YORK CORP.
 440 WEST NYACK ROAD
 WEST NYACK, NY 10994-1739

CONTACT NAME: **DEANNA CIPRIANO**
 PHONE (A/C No. Ext.): **(330) 896-7639 X 8123** FAX (A/C No.): **330-896-6548**
 E-MAIL ADDRESS:
 INSURER(S) AFFORDING COVERAGE NAIC #
 INSURER A: **ZURICH AMERICAN INS. CO.** 16535
 INSURER B: **THE SALVATION ARMY RISK TRUST**
 INSURER C: **THE SALVATION ARMY, A NY CORP.**
 INSURER D: **AMERICAN ZURICH INS. CO.** 40142
 INSURER E:
 INSURER F:


COVERAGES CERTIFICATE NUMBER: **Loc #004 002/1/23/18 Laconia** 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		SELF INSURED RETENTION	01/01/18	01/01/19	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COM/PROP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 8978527-22	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 500,000		TRUST #19578500	01/01/18	01/01/19	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	WC 8978533-22	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	AUTO LIABILITY EXCESS		SELF INSURED RETENTION	01/01/18	01/01/19	\$400,000 XS OF \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carey House Homeless Shelter

CERTIFICATE HOLDER	CANCELLATION
State of NH DHHS 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 

Salvation Army – Carey House

MISSION STATEMENT

The Salvation Army, an international movement, is an evangelical part of the universal Christian church.

Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

Consolidated Financial Statements Together with
Report of Independent Certified Public Accountants

THE SALVATION ARMY - EASTERN TERRITORY

September 30, 2015 and 2014

THE SALVATION ARMY - EASTERN TERRITORY

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
The Salvation Army - Eastern Territory

We have audited the accompanying consolidated financial statements of The Salvation Army - Eastern Territory (the "Eastern Territory"), which comprise the consolidated statements of financial position as of September 30, 2015 and 2014, and the related consolidated 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 consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Salvation Army - Eastern Territory as of September 30, 2015 and 2014, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

New York, New York
February 19, 2016

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position
As of September 30, 2015, with comparative totals as of September 30, 2014
(in thousands)

ASSETS	Unrestricted				Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total				
Cash and cash equivalents	\$ 26,838	\$ 78,159	\$ -	\$ 104,997	\$ 4,668	\$ 45	\$ 109,710	\$ 110,839
Accounts receivable	22,804	-	-	22,804	-	-	22,804	30,566
Legacies and bequests receivable	-	22,759	-	22,759	1,500	8,543	32,802	26,562
Pledges receivable, net	-	-	-	-	10,217	2,157	12,374	10,912
Inventory	7,182	-	-	7,182	-	-	7,182	7,378
Prepaid expenses and deferred charges	7,715	-	-	7,715	-	-	7,715	7,081
Notes receivable	-	19,717	-	19,717	-	-	19,717	12,663
Investments, at fair value	-	1,666,329	-	1,666,329	288,741	394,058	2,349,128	2,538,672
Assets of trusts administered by the Eastern Territory	-	50,701	-	50,701	32,492	7,432	90,625	103,354
Beneficial interest in trusts held by others	-	-	-	-	25,789	185,357	211,146	223,901
LAND, BUILDINGS AND EQUIPMENT								
Land	-	-	194,286	194,286	-	-	194,286	172,018
Buildings, net of accumulated depreciation of \$662,704 in 2015 and \$623,139 in 2014	-	-	866,694	866,694	-	-	866,694	813,264
Construction in progress	-	-	83,031	83,031	-	-	83,031	142,818
Equipment, net of accumulated depreciation of \$65,002 in 2015 and \$63,347 in 2014	-	-	20,703	20,703	-	-	20,703	18,018
Land, buildings and equipment, net	-	-	1,164,714	1,164,714	-	-	1,164,714	1,146,118
Total assets	\$ 64,539	\$ 1,837,665	\$ 1,164,714	\$ 3,066,918	\$ 363,407	\$ 597,592	\$ 4,027,917	\$ 4,218,046

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position (continued)
As of September 30, 2015, with comparative totals as of September 30, 2014
(in thousands)

LIABILITIES AND NET ASSETS	Unrestricted				Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total				
LIABILITIES								
Accounts payable and accrued expenses	\$ 50,621	\$ -	\$ -	\$ 50,621	\$ -	\$ -	\$ 50,621	\$ 54,495
Liability for split-interest agreements	-	33,481	-	33,481	19,121	5,034	57,636	61,753
Mortgages and notes payable	11,802	427,369	55,181	494,352	-	-	494,352	493,191
Interest rate swaps	-	149,144	-	149,144	-	-	149,144	104,304
Conditional asset retirement obligations	-	-	60,939	60,939	-	-	60,939	59,210
Estimated liability for self-insurance claims	-	64,243	-	64,243	-	-	64,243	63,514
Estimated liability for pension and other postretirement benefits	-	601,653	-	601,653	-	-	601,653	528,216
Other liabilities	13,405	-	-	13,405	-	-	13,405	11,990
Total liabilities	75,828	1,275,890	116,120	1,467,838	19,121	5,034	1,491,993	1,376,673
Commitments and contingencies								
NET ASSETS								
Unrestricted	(11,289)	561,775	1,048,594	1,599,080	-	-	1,599,080	1,866,916
Temporarily restricted	-	-	-	-	344,286	-	344,286	374,213
Permanently restricted	-	-	-	-	-	592,558	592,558	600,244
Total net assets	(11,289)	561,775	1,048,594	1,599,080	344,286	592,558	2,535,924	2,841,373
Total liabilities and net assets	\$ 64,539	\$ 1,837,665	\$ 1,164,714	\$ 3,066,918	\$ 363,407	\$ 597,592	\$ 4,027,917	\$ 4,218,046

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position
As of September 30, 2014
(in thousands)

ASSETS	Unrestricted				Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total			
Cash and cash equivalents	\$ 35,673	\$ 72,282	\$ -	\$ 107,955	\$ 2,884	\$ -	\$ 110,839
Accounts receivable	30,547	19	-	30,566	-	-	30,566
Legacies and bequests receivable	-	19,124	-	19,124	10	7,428	26,562
Pledges receivable, net	-	-	-	-	7,114	3,798	10,912
Inventory	7,378	-	-	7,378	-	-	7,378
Prepaid expenses and deferred charges	7,081	-	-	7,081	-	-	7,081
Notes receivable	-	12,663	-	12,663	-	-	12,663
Investments, at fair value	-	1,829,304	-	1,829,304	322,261	387,107	2,538,672
Assets of trusts administered by the Eastern Territory	-	56,714	-	56,714	37,223	9,417	103,354
Beneficial interest in trusts held by others	-	-	-	-	26,668	197,233	223,901
LAND, BUILDINGS AND EQUIPMENT							
Land	-	-	172,018	172,018	-	-	172,018
Buildings, net of accumulated depreciation of \$623,139	-	-	813,264	813,264	-	-	813,264
Construction in progress	-	-	142,818	142,818	-	-	142,818
Equipment, net of accumulated depreciation of \$63,347	-	-	18,018	18,018	-	-	18,018
Land, buildings and equipment, net	-	-	1,146,118	1,146,118	-	-	1,146,118
Total assets	\$ 80,679	\$ 1,990,106	\$ 1,146,118	\$ 3,216,903	\$ 396,160	\$ 604,983	\$ 4,218,046

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position (continued)
As of September 30, 2014
(in thousands)

LIABILITIES AND NET ASSETS	Unrestricted				Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total			
LIABILITIES							
Accounts payable and accrued expenses	\$ 44,975	\$ 9,520	\$ -	\$ 54,495	\$ -	\$ -	\$ 54,495
Liability for split-interest agreements	-	35,067	-	35,067	21,947	4,739	61,753
Mortgages and notes payable	19,222	417,514	56,455	493,191	-	-	493,191
Interest rate swaps	-	104,304	-	104,304	-	-	104,304
Conditional asset retirement obligations	-	-	59,210	59,210	-	-	59,210
Estimated liability for self-insurance claims	-	63,514	-	63,514	-	-	63,514
Estimated liability for pension and other postretirement benefits	-	528,216	-	528,216	-	-	528,216
Other liabilities	10,990	-	1,000	11,990	-	-	11,990
Total liabilities	<u>75,187</u>	<u>1,158,135</u>	<u>116,665</u>	<u>1,349,987</u>	<u>21,947</u>	<u>4,739</u>	<u>1,376,673</u>
Commitments and contingencies							
NET ASSETS							
Unrestricted	5,492	831,971	1,029,453	1,866,916	-	-	1,866,916
Temporarily restricted	-	-	-	-	374,213	-	374,213
Permanently restricted	-	-	-	-	-	600,244	600,244
Total net assets	<u>5,492</u>	<u>831,971</u>	<u>1,029,453</u>	<u>1,866,916</u>	<u>374,213</u>	<u>600,244</u>	<u>2,841,373</u>
Total liabilities and net assets	<u>\$ 80,679</u>	<u>\$ 1,990,106</u>	<u>\$ 1,146,118</u>	<u>\$ 3,216,903</u>	<u>\$ 396,160</u>	<u>\$ 604,983</u>	<u>\$ 4,218,046</u>

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Activities

For the year ended September 30, 2015, with comparative totals for the year ended September 30, 2014

(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total	
	General Operating	Board Designated	Land, Buildings and Equipment					Total
SUPPORT AND REVENUES								
Public support								
Received directly								
Contributions	\$ 159,686	\$ -	\$ -	\$ 159,686	\$ 2,885	\$ 410	\$ 162,981	\$ 162,597
Donations-in-kind and contributed services	116,927	-	360	117,287	-	-	117,287	117,060
Legacies and bequests	-	45,030	-	45,030	7,568	4,415	57,013	73,393
Special events, net	7,381	-	-	7,381	-	-	7,381	6,107
Pledges at present value	-	-	-	-	7,544	-	7,544	8,123
Contributions from split-interest agreements	-	1,487	-	1,487	14,250	3,043	18,780	24,752
Total received directly	283,994	46,517	360	330,871	32,247	7,868	370,986	392,032
Received indirectly								
Allocated by federated fund raising organizations	14,228	-	-	14,228	-	-	14,228	14,987
Total public support	298,222	46,517	360	345,099	32,247	7,868	385,214	407,019
Fees and grants from governmental agencies	100,240	-	1,000	101,240	-	-	101,240	105,596
Other revenues								
Program and service fees	27,416	-	-	27,416	-	-	27,416	28,187
Sales to the public	135,695	-	-	135,695	-	-	135,695	141,175
Investment income								
Dividends and interest, net of fees	169	15,722	-	15,891	2,888	-	18,779	30,538
Realized and unrealized (losses) gains on investments, net	-	(25,988)	-	(25,988)	(6,112)	(270)	(32,370)	216,536
Gain on sale/disposition of land, buildings and equipment	-	-	3,696	3,696	-	-	3,696	30,762
Other	10,216	4,031	564	14,811	-	-	14,811	8,683
Total other revenues	173,496	(6,235)	4,260	171,521	(3,224)	(270)	168,027	455,881
Total support and revenues before net assets released and net transfers	571,958	40,282	5,620	617,860	29,023	7,598	654,481	968,496
Net assets released from restrictions	62,062	-	-	62,062	(62,062)	-	-	-
Net transfers	252,531	(266,052)	13,521	-	-	-	-	-
Total support and revenues	\$ 886,551	\$ (225,770)	\$ 19,141	\$ 679,922	\$ (33,039)	\$ 7,598	\$ 654,481	\$ 968,496

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Activities (continued)

For the year ended September 30, 2015, with comparative totals for the year ended September 30, 2014

(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment				
EXPENSES							
Program services							
Corps community center services	\$ 262,625	\$ -	\$ -	\$ 262,625	\$ -	\$ -	\$ 253,881
Rehabilitation center services	197,349	-	-	197,349	-	-	190,111
Residential and institutional services	52,236	-	-	52,236	-	-	49,538
Other social services	202,997	-	-	202,997	-	-	208,373
Total program services	715,207	-	-	715,207	-	-	701,903
Supporting services							
Management and general	92,689	-	-	92,689	-	-	92,118
Fund raising	42,353	-	-	42,353	-	-	42,089
Total supporting services	135,042	-	-	135,042	-	-	134,207
Total expenses	850,249	-	-	850,249	-	-	836,110
(Deficiency) excess of support and revenues							
over expenses	36,302	(225,770)	19,141	(170,327)	(33,039)	7,598	132,386
Change in fair value of interest rate swaps	-	(44,840)	-	(44,840)	-	-	(24,630)
Change in value of split-interest agreements	-	414	-	414	3,112	(15,284)	3,113
Retirement related activity other than net periodic benefit cost	(53,083)	-	-	(53,083)	-	-	(33,206)
Change in net assets	(16,781)	(270,196)	19,141	(267,836)	(29,927)	(7,686)	77,663
Net assets at beginning of year	5,492	831,971	1,029,453	1,866,916	374,213	600,244	2,763,710
Net assets at end of year	\$ (11,289)	\$ 561,775	\$ 1,048,594	\$ 1,599,080	\$ 344,286	\$ 592,558	\$ 2,841,373

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Activities
For the year ended September 30, 2014
(in thousands)

	Unrestricted			Total	Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment				
SUPPORT AND REVENUES							
Public support							
Received directly							
Contributions	\$ 158,340	\$ -	\$ -	\$ 158,340	\$ 4,083	\$ 174	\$ 162,597
Donations-in-kind and contributed services	116,802	-	258	117,060	-	-	117,060
Legacies and bequests	-	62,628	-	62,628	730	10,035	73,393
Special events, net	6,107	-	-	6,107	-	-	6,107
Pledges at present value	289	-	-	289	7,834	-	8,123
Contributions from split-interest agreements	-	1,782	-	1,782	17,330	5,640	24,752
Total received directly	<u>281,538</u>	<u>64,410</u>	<u>258</u>	<u>346,206</u>	<u>29,977</u>	<u>15,849</u>	<u>392,032</u>
Received indirectly							
Allocated by federated fund raising organizations	14,987	-	-	14,987	-	-	14,987
Total public support	<u>296,525</u>	<u>64,410</u>	<u>258</u>	<u>361,193</u>	<u>29,977</u>	<u>15,849</u>	<u>407,019</u>
Fees and grants from governmental agencies	99,163	-	6,433	105,596	-	-	105,596
Other revenues							
Program and service fees	28,187	-	-	28,187	-	-	28,187
Sales to the public	141,175	-	-	141,175	-	-	141,175
Investment income							
Dividends and interest, net of fees	-	24,629	-	24,629	5,909	-	30,538
Realized and unrealized gains on investments, net	-	152,015	-	152,015	63,928	593	216,536
Gain on sale/disposition of land, buildings and equipment	-	-	30,762	30,762	-	-	30,762
Other	7,045	1,291	347	8,683	-	-	8,683
Total other revenues	<u>176,407</u>	<u>177,935</u>	<u>31,109</u>	<u>385,451</u>	<u>69,837</u>	<u>593</u>	<u>455,881</u>
Total support and revenues before net assets released and net transfers	572,095	242,345	37,800	852,240	99,814	16,442	968,496
Net assets released from restrictions	55,325	-	-	55,325	(55,325)	-	-
Net transfers	198,987	(255,388)	(8,693)	(65,094)	63,549	1,545	-
Total support and revenues	<u>\$ 826,407</u>	<u>\$ (13,043)</u>	<u>\$ 29,107</u>	<u>\$ 842,471</u>	<u>\$ 108,038</u>	<u>\$ 17,987</u>	<u>\$ 968,496</u>

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Activities (continued)
For the year ended September 30, 2014
(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment			
EXPENSES						
Program services						
Corps community center services	\$ 253,881	\$ -	\$ -	\$ 253,881	\$ -	\$ 253,881
Rehabilitation center services	190,111	-	-	190,111	-	190,111
Residential and institutional services	49,538	-	-	49,538	-	49,538
Other social services	208,373	-	-	208,373	-	208,373
Total program services	<u>701,903</u>	<u>-</u>	<u>-</u>	<u>701,903</u>	<u>-</u>	<u>701,903</u>
Supporting services						
Management and general	92,118	-	-	92,118	-	92,118
Fund raising	42,089	-	-	42,089	-	42,089
Total supporting services	<u>134,207</u>	<u>-</u>	<u>-</u>	<u>134,207</u>	<u>-</u>	<u>134,207</u>
Total expenses	<u>836,110</u>	<u>-</u>	<u>-</u>	<u>836,110</u>	<u>-</u>	<u>836,110</u>
Excess (deficiency) of support and revenues						
over expenses	(9,703)	(13,043)	29,107	6,361	108,038	132,386
Change in fair value of interest rate swaps	-	(24,630)	-	(24,630)	-	(24,630)
Change in value of split-interest agreements	-	(2,102)	-	(2,102)	(1,840)	3,113
Retirement related activity other than net periodic benefit cost	<u>(33,206)</u>	<u>-</u>	<u>-</u>	<u>(33,206)</u>	<u>-</u>	<u>(33,206)</u>
Change in net assets	(42,909)	(39,775)	29,107	(53,577)	106,198	77,663
Net assets at beginning of year	<u>48,401</u>	<u>871,746</u>	<u>1,000,346</u>	<u>1,920,493</u>	<u>268,015</u>	<u>2,763,710</u>
Net assets at end of year	<u>\$ 5,492</u>	<u>\$ 831,971</u>	<u>\$ 1,029,453</u>	<u>\$ 1,866,916</u>	<u>\$ 374,213</u>	<u>\$ 2,841,373</u>

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Functional Expenses

For the year ended September 30, 2015, with comparative totals for the year ended September 30, 2014

(in thousands)

	Program Services				Total	Supporting Services			2015 Total	2014 Total
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services		Management and General	Fund Raising	Total		
Salaries and officer allowances	\$ 84,887	\$ 82,126	\$ 20,142	\$ 45,269	\$ 232,424	\$ 39,442	\$ 13,684	\$ 53,126	\$ 285,550	\$ 272,052
Officer and employee benefits	29,596	24,638	6,647	14,938	75,819	13,016	4,516	17,532	93,351	95,545
Payroll taxes	6,904	10,984	2,194	4,381	24,463	3,744	1,284	5,028	29,491	28,378
Professional fees	8,646	1,629	3,260	3,907	17,442	7,966	6,812	14,778	32,220	33,979
Supplies	11,262	13,009	2,580	5,109	31,960	2,302	811	3,113	35,073	34,407
Telecommunications	3,048	1,298	292	739	5,377	1,354	136	1,490	6,867	6,734
Postage and shipping	881	113	14	181	1,189	414	2,854	3,268	4,457	4,559
Occupancy	58,126	32,992	9,929	12,385	113,432	7,739	1,624	9,363	122,795	117,534
Furnishings and equipment	5,453	3,995	754	1,681	11,883	3,179	156	3,335	15,218	16,156
Printing and publications	2,825	1,290	247	2,039	6,401	3,851	8,371	12,222	18,623	19,140
Travel, meals and transportation	11,265	7,496	684	2,507	21,952	2,235	791	3,026	24,978	27,356
Conferences, meetings and major trips	6,838	397	47	937	8,219	1,263	725	1,988	10,207	7,709
Specific assistance to individuals	2,109	2,049	2,052	88,059	94,269	-	-	-	94,269	95,584
Organization dues	231	19	23	53	326	52	21	73	399	625
Awards and grants	1,638	41	165	3,289	5,133	1,733	72	1,805	6,938	6,922
World services	75	-	-	10,126	10,201	-	-	-	10,201	11,712
Depreciation	27,307	11,797	3,040	6,686	48,830	2,281	275	2,556	51,386	51,414
Other	1,534	3,476	166	711	5,887	2,118	221	2,339	8,226	6,304
Total expenses	\$ 262,625	\$ 197,349	\$ 52,236	\$ 202,997	\$ 715,207	\$ 92,689	\$ 42,353	\$ 135,042	\$ 850,249	\$ 836,110

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Functional Expenses
For the year ended September 30, 2014
(in thousands)

	Program Services				Supporting Services				
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fund Raising	Total	Total
Salaries and officer allowances	\$ 78,149	\$ 77,806	\$ 19,753	\$ 45,228	\$ 220,936	\$ 37,801	\$ 13,315	\$ 51,116	\$ 272,052
Officer and employee benefits	33,892	23,341	6,518	14,925	78,676	12,474	4,395	16,869	95,545
Payroll taxes	6,184	10,601	2,240	4,389	23,414	3,668	1,296	4,964	28,378
Professional fees	7,996	2,329	3,088	3,358	16,771	9,686	7,522	17,208	33,979
Supplies	10,429	13,321	2,534	5,489	31,773	1,889	745	2,634	34,407
Telecommunications	3,019	1,320	289	747	5,375	1,218	141	1,359	6,734
Postage and shipping	967	151	17	334	1,469	441	2,649	3,090	4,559
Occupancy	54,434	32,537	7,649	13,324	107,944	8,533	1,057	9,590	117,534
Furnishings and equipment	5,386	4,203	714	2,348	12,651	3,327	178	3,505	16,156
Printing and publications	2,998	1,089	247	2,378	6,712	3,587	8,841	12,428	19,140
Travel, meals and transportation	12,685	8,188	709	2,718	24,300	2,253	803	3,056	27,356
Conferences, meetings and major trips	5,544	242	43	715	6,544	478	687	1,165	7,709
Specific assistance to individuals	1,900	2,297	2,599	88,788	95,584	-	-	-	95,584
Organization dues	409	24	24	73	530	72	23	95	625
Awards and grants	1,747	13	166	3,023	4,949	1,946	27	1,973	6,922
World services	-	-	-	11,712	11,712	-	-	-	11,712
Depreciation	25,753	12,293	2,912	7,970	48,928	2,213	273	2,486	51,414
Other	2,389	356	36	854	3,635	2,532	137	2,669	6,304
Total expenses	\$ 253,881	\$ 190,111	\$ 49,538	\$ 208,373	\$ 701,903	\$ 92,118	\$ 42,089	\$ 134,207	\$ 836,110

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statements of Cash Flows
For the years ended September 30, 2015 and 2014
(in thousands)

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (305,449)	\$ 77,663
Adjustments to reconcile change in net assets to net cash used in operating activities		
Change in fair value of interest rate swaps	44,840	24,630
Change in minimum liability for pension and other postretirement benefits	53,083	33,206
Depreciation	51,386	51,414
Realized and unrealized losses (gains) on investments	32,370	(216,536)
Change in value of split-interest agreements	11,758	(3,113)
Gain on sale/disposition of land, buildings and equipment	(3,696)	(30,762)
Legacies and bequests restricted for endowment	(4,415)	(10,035)
Contributions restricted for permanent investments and split-interest agreements	(3,453)	(5,814)
Contributions restricted for acquiring and constructing land, building and equipment	(7,544)	(7,834)
Changes in operating assets and liabilities		
Accounts receivable	7,762	(7,948)
Legacies and bequests receivable	(5,825)	(5,396)
Pledges receivable	1,641	922
Inventory	196	709
Prepaid expenses and deferred charges	(634)	351
Split-interest agreements	19,975	(11,417)
Accounts payable and accrued expenses	(533)	18,381
Conditional asset retirement obligations	1,729	1,950
Liability for self-insurance claims	729	7,997
Liability for pension and other postretirement benefits	20,354	19,788
Other liabilities	1,415	(5,295)
Net cash used in operating activities	<u>(84,311)</u>	<u>(67,139)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(469,630)	(411,864)
Increase in notes receivable	(7,054)	(12,663)
Proceeds from sale of investments	626,804	496,733
Proceeds from sale of land, buildings and equipment	9,704	36,478
Purchase of land, buildings and equipment	(79,331)	(101,996)
Net cash provided by investing activities	<u>80,493</u>	<u>6,688</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Legacies and bequests restricted for endowment	4,000	5,284
Contributions restricted for acquiring and constructing land, buildings and equipment	4,441	5,029
Contributions restricted for permanent investments and split-interest agreements	437	211
Payments related to split-interest agreements	(7,350)	(7,974)
Proceeds from mortgages and notes payable	723,382	589,954
Payments on mortgages and notes payable	(722,221)	(553,617)
Net cash provided by financing activities	<u>2,689</u>	<u>38,887</u>
Decrease in cash and cash equivalents	(1,129)	(21,564)
Cash and cash equivalents, beginning of year	<u>110,839</u>	<u>132,403</u>
Cash and cash equivalents, end of year	<u>\$ 109,710</u>	<u>\$ 110,839</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	<u>\$ 19,300</u>	<u>\$ 19,413</u>
Accounts payable for construction projects	<u>\$ 1,333</u>	<u>\$ 4,674</u>

The accompanying notes are an integral part of these consolidated statements.

THE SALVATION ARMY - EASTERN TERRITORY

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

(in thousands)

1. PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its membership includes officers (clergy), soldiers and adherents (laity), members of various activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The accompanying consolidated financial statements include all programs and operations of The Salvation Army - Eastern Territory (the "Eastern Territory") incorporated as The Salvation Army (A New York Corporation), with its corporate headquarters located in West Nyack, New York. The Eastern Territory comprises the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Ohio and Northeast Kentucky, the Commonwealth of Puerto Rico and the U.S. Virgin Islands. The Eastern Territory also consolidates other related entities in which it has an economic interest and control. The centers of operation, which are the divisional headquarters, institutions, corps community centers, service extension units and adult rehabilitation centers, maintain their own standardized financial systems and accounting records under powers of attorney granted by corporate authority, and issue such reports and financial statements as may be called for locally, pertaining to the financial and property resources which they administer. All intercompany accounts and transactions have been eliminated.

The Eastern Territory is an organization exempt from income taxes under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The Eastern Territory operates a variety of programs including corps community centers that provide spiritual, educational and recreational services; homeless and emergency shelters; senior citizens' residences, children's homes and children's day care centers; adult rehabilitation centers and substance abuse centers; emergency disaster services; assistance for the poor, disabled, and retired; jail and hospital visitation; and camping activities.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America ("US GAAP").

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees, all assets, liabilities and activities are accounted for in the following net asset classifications:

Unrestricted Net Assets - not subject to donor-imposed restrictions. Unrestricted net assets may be designated for specific purposes or locations by actions of the Board of Trustees.

Temporarily Restricted Net Assets - subject to donor-imposed stipulations that may be fulfilled by actions of the Eastern Territory to meet the stipulations and/or become unrestricted at the date specified by the donor.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

Permanently Restricted Net Assets - subject to donor-imposed stipulations that they be retained and invested permanently by the Eastern Territory. The donors require the Eastern Territory to use all or part of the investment return on these net assets for specified or unspecified purposes.

Support and revenue are recorded as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or by law. All expenses are reported as decreases in unrestricted net assets. Expirations of temporary restrictions on net assets, that is, the expiration of the donor-imposed stipulated purpose and/or the elapsing of the specified time period, are reported as net assets released from restrictions.

Contributions subject to donor-imposed restrictions are recorded as temporarily restricted support and are reclassified as unrestricted when the donor-imposed restriction has been fulfilled and/or the stipulated time period has elapsed. Contributions with donor-imposed restrictions that are met in the same accounting period are recorded as unrestricted income. Promises to give that are scheduled to be received after the end of the reporting period are shown as increases in temporarily restricted net assets and are released to unrestricted net assets when the purpose and/or time restriction is met. Promises to give subject to donor-imposed stipulations that the corpus be maintained permanently are recognized as increases in permanently restricted net assets. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions to be received after one year are discounted at a credit-adjusted discount rate. Amortization of the discount is recorded as contribution revenue.

During fiscal years 2015 and 2014, the Eastern Territory received notification of certain intentions to give. However, due to their conditional nature, these gifts have not been reflected in the accompanying consolidated financial statements.

Cash and Cash Equivalents

For purposes of these consolidated financial statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to cash and have original maturities of three months or less. At September 30, 2015 and 2014, cash equivalents included \$20,017 and \$20,015, respectively, held in a money market account at a commercial bank as collateral for letters of credit for insurance purposes (see Note 15). Cash and cash equivalents do not include cash held temporarily in the long-term investment portfolio until suitable investments are identified.

Inventory

Inventory for goods purchased for resale is stated at the lower of weighted average cost or market. Inventory for goods donated for resale is based on estimated fair value.

Investments

The Eastern Territorial headquarters has the responsibility for investment activity for all units within the Eastern Territory for unrestricted assets, including board-designated assets; temporarily restricted assets; and permanently restricted assets. The temporarily restricted assets and the permanently restricted asset portfolios are maintained on a pooled "mutual fund" accounting basis, with the total earnings, investment expenses, appreciation and depreciation, whether realized or unrealized, being allocated to each participating account on a pro rata basis.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

Income earned on unrestricted assets is distributed to the constituent accounts on the basis of a stated percentage of the monthly account balances during the year. Amounts so deposited may be withdrawn when required for use by the centers of operation. The excess (deficit) of investment income earned over amounts distributed is reported as unrestricted board-designated income. The Board of Trustees generally designates the use of portions of these excess funds for specified projects for use within the Eastern Territory.

Charitable gift annuities are maintained in a separate portfolio and are invested in accordance with applicable laws for such annuities. The Eastern Territory maintains assets sufficient to meet annuity requirements of various states.

Investment income and net appreciation (depreciation) on investments of donor endowments, whether permanently or temporarily restricted, are reported as follows:

- As increases in permanently restricted net assets if the terms of the gift or the Eastern Territory's interpretation of relevant state law requires that they be added back to the principal of the permanently restricted contributions.
- As increases in temporarily restricted net assets if the terms of the gift or the Eastern Territory's interpretation of relevant state law imposes restrictions on the current use of the investment income or net appreciation (depreciation).

Split-Interest Agreements

Accounting standards require that the following instruments be recorded as income and net assets at the present value of their ultimate Eastern Territory interest:

Trusts Held by a Third Party

Donors have established and funded trusts which are administered by organizations other than the Eastern Territory. Under the terms of these trusts, the Eastern Territory has the irrevocable right to receive all or a portion of the income earned on the trust assets either in perpetuity or for the life of the trust. The Eastern Territory does not control the assets held by outside trusts.

Charitable Remainder Trusts

Donors have established and funded trusts under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, the Eastern Territory receives the assets remaining in the trusts. Trusts are recorded as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts using the 2000 CM mortality table. The discount rates ranged from 4.0% to 10.0% at September 30, 2015 and 2014.

Charitable Gift Annuities

Donors have contributed assets to the Eastern Territory in exchange for a promise by the Eastern Territory to pay a fixed amount or percentage for a specified period of time to the donors or to individuals or organizations designated by the donors. Under the terms of such agreements, the assets received are held by, and the annuity liability is an obligation of, the Eastern Territory. The discount rates ranged from 1.2% to 11.6% at September 30, 2015 and 2014. In fiscal years 2015 and 2014, the assumptions used in

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

the valuation of the annuity liability include mortality data in accordance with the 2000 CM mortality table.

Pooled (Life) Income Funds

The Eastern Territory manages a life income fund. The fund is divided into units, and contributions from many donors are pooled and invested as a group. Donors are assigned a specific number of units based on the proportion of the fair value of their contributions to the total fair value of the pooled income fund on the date of the donor's entry into the pooled fund. The donor is paid the actual income earned on those units until his or her death. Upon the donor's death, the value of these assigned units reverts to the Eastern Territory.

The Eastern Territory recognizes its interest in the assets received as contribution revenue, at the fair value of the assets received net of a discount for future interest based on the life expectancy of the donor, calculated using the 2000 CM mortality table. The discount rates ranged from 2.73% to 11.2% at September 30, 2015 and 2014.

Land, Buildings and Equipment

Land, buildings and equipment are stated at cost or, if donated, at fair market value at date of donation.

Support and Revenue

All items of support and revenue are stated on the accrual basis, including amounts which are receivable under the terms and provisions of cost reimbursement contracts with government units and other third-party payers.

Donations-in-Kind and Contributed Services

Material gifts-in-kind items used in the Eastern Territory's Corps and Unit programs and services (e.g., vehicles, free rent, equipment) and donated goods distributed (e.g., clothing, furniture, food) are recorded as income and expense at the time the items are received or distributed, respectively.

Goods donated for sale in the Eastern Territory's adult rehabilitation centers and thrift stores are recorded as contributions and processed donations-in-kind on the basis of a percentage of sales income determined by historical trend studies.

Contributed land, buildings and equipment are recorded at fair value at the date of donation as unrestricted support and revenue unless the use of such contributed assets is restricted by a donor-imposed restriction. The Eastern Territory does not imply a time restriction to contributions of long lived assets.

Contributed services are reported as contributions at their fair value if such services create or enhance nonfinancial assets, would have been purchased if not provided by contributions, require specialized skills and are provided by individuals possessing such specialized skills.

Expenses

All expenses are stated on the accrual basis and are presented in the accompanying consolidated statements of activities and functional expenses. Certain costs have been allocated among the programs and supporting services benefited.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

Depreciation

The Eastern Territory capitalizes equipment purchased in excess of \$10. Depreciation is provided on buildings, vehicles and equipment at straight-line rates based on estimated service lives. The estimated service lives for buildings and improvements are 20-50 years and 4-20 years for vehicles and equipment. For buildings, a half year of depreciation is charged in the year of acquisition or completion of construction, and in the year of disposition. For vehicles and equipment, a full year of depreciation is charged in the year of acquisition and no depreciation is charged in the year of disposition.

Depreciation is also provided on equipment used in cost-reimbursement programs that provide for reimbursement of depreciation by a third-party payer.

Provision is made for major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board-designated unrestricted net assets.

Concentration of Credit Risk

Financial instruments which potentially subject the Eastern Territory to concentrations of credit risk consist primarily of cash and cash equivalents and investment securities. The Eastern Territory maintains its cash and cash equivalents with large financial institutions. At certain times, the Eastern Territory's cash account balances may exceed federally insured limits. However, the Eastern Territory has not experienced, nor does it anticipate, any losses with respect to such bank balances. The Eastern Territory's investment portfolio is diversified with several investment managers in a variety of asset classes. The Eastern Territory regularly evaluates its depository arrangements and investments, including performance thereof.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*, which supersedes most of the current revenue recognition requirements. The underlying principle is that an entity will recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. The guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. Other major provisions include capitalization of certain contract costs, consideration of time value of money in the transaction price, and allowing estimates of variable consideration to be recognized before contingencies are resolved in certain circumstances. The guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. The guidance is effective for the interim and annual periods on or after December 15, 2017 (early adoption is not permitted). The guidance permits the use of either a retrospective or cumulative effect transition method. The adoption of ASU 2014-09 is not expected to have a material impact on the Eastern Territory's consolidated financial statements.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

FASB Accounting Standards Codification ("ASC") Topic 820, *Fair Value Measurements*, permits a reporting entity, as a practical expedient, to measure the fair value of certain investments using a net asset value ("NAV") per share of the investment, or its equivalent. In May 2015, the FASB issued ASU 2015-07, *Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or its Equivalent)*, which removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the NAV per share practical expedient. The amendments in this update are effective for fiscal years beginning after December 15, 2016, however early adoption is permitted. The reporting entity is required upon adoption to apply the amendments retrospectively to all periods presented.

The Eastern Territory early adopted ASU 2015-07 effective October 1, 2014, and has applied the amendments retroactively for all periods presented, as required by the ASU. The adoption of this new guidance by the Eastern Territory only amended disclosure requirements and did not have an impact on the Eastern Territory's consolidated financial statements for the periods presented.

Reclassification

Certain information in the fiscal 2014 consolidated financial statements has been reclassified to conform to the fiscal 2015 presentation. Specific assistance to individuals expense which was formerly reported as part of other social services, has been allocated amongst all program service expense functions. Such reclassifications did not change total assets, liabilities, revenues, expenses or changes in net assets as reflected on the 2014 consolidated financial statements.

3. PLEDGES RECEIVABLE, NET

Unconditional promises to give, that are expected to be collected within one year, are recorded at net realizable value. Unconditional promises to give, that are expected to be collected in future years, are recorded at the present value of their estimated future cash flows using a credit-adjusted discount rate.

Unconditional promises to give included the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Unconditional promises to give due in:		
Less than one year	\$ 5,161	\$ 5,280
One year to five years	7,305	5,367
Thereafter	<u>1,533</u>	<u>1,525</u>
	13,999	12,172
Discount to present value	(405)	(227)
Allowance for uncollectibles	<u>(1,220)</u>	<u>(1,033)</u>
Net unconditional promises to give	<u>\$ 12,374</u>	<u>\$ 10,912</u>

At September 30, 2015 and 2014, the interest rates used to discount pledges receivable to present value ranged from 0.23% to 3.93%.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

4. INVESTMENTS

Investments consist of equity and debt securities, federal and state government obligations, mutual funds, certificates of deposit, money market securities, private equity, timber, real estate, hedge funds, commodities, and commingled funds, and are carried at fair value. Investments in marketable securities are stated principally at published market prices. The fair value of other investments, primarily alternative investments, is based upon the most recent information obtained from the fund managers. Earnings on investments, including interest, dividends and realized and unrealized gains and losses, are reported as other revenues on the accompanying consolidated statements of activities.

Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with investments, it is reasonably possible that changes in risk in the near term would materially affect the amounts reported in the consolidated statements of financial position.

Investments, at fair value, consisted of the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Marketable securities:		
Short-term securities	\$ 79,378	\$ 136,891
Corporate bonds and other fixed income securities	147,526	206,332
Federal and state government securities	54,344	131,370
Equity securities	899,340	850,468
Mutual funds	<u>101,016</u>	<u>136,256</u>
Total marketable securities	<u>1,281,604</u>	<u>1,461,317</u>
Alternative investments:		
Private equity	86,548	89,041
Timber	98,773	98,856
Real estate	114,048	111,442
Hedge funds	411,776	429,135
Commingled funds	330,248	343,514
Commodities	<u>33,800</u>	<u>45,238</u>
Total alternative investments	<u>1,075,193</u>	<u>1,117,226</u>
Receivables for securities sold	57,073	127,211
Liabilities for securities purchased	<u>(64,742)</u>	<u>(167,082)</u>
Total investments, at fair value	<u>\$ 2,349,128</u>	<u>\$ 2,538,672</u>

Investment expenses reducing dividends and interest revenue in the accompanying consolidated statements of activities were \$24,164 and \$17,307 for the years ended September 30, 2015 and 2014, respectively.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

5. FAIR VALUE MEASUREMENTS

US GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

US GAAP establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This fair value hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy is categorized into three levels based on inputs as follows:

- Level 1: Quoted market prices for identical assets or liabilities to which an entity has access at the measurement date.
- Level 2: Inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include the following:
 - a. Quoted prices for similar assets or liabilities in active markets.
 - b. Quoted prices for identical or similar assets in markets that are not active.
 - c. Observable inputs other than quoted prices for the asset or liability.
 - d. Inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- Level 3: Inputs that are unobservable and significant to the overall fair value measurement of the asset or liability.

Observable inputs reflect the assumptions market participants would use in pricing the asset or liability developed from sources independent of the reporting entity. Unobservable inputs reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The Eastern Territory has segregated all financial assets and liabilities that are measured at fair value on a recurring basis (at least annually), except for those investments and assets of trusts administered by the Eastern Territory measured at fair value using the NAV per share practical expedient, into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
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The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2015:

	Level 1	Level 2	Level 3	Net Asset Value**	Total
Assets:					
Marketable securities:					
Short-term securities	\$ 71,755	\$ 7,623	\$ -	\$ -	\$ 79,378
Corporate bonds and other fixed income securities	4,562	142,964	-	-	147,526
Federal and state government securities	23,114	31,230	-	-	54,344
Equity securities	898,710	630	-	-	899,340
Mutual funds	101,016	-	-	-	101,016
Total marketable securities	<u>1,099,157</u>	<u>182,447</u>	<u>-</u>	<u>-</u>	<u>1,281,604</u>
Alternative investments	-	-	13,286	1,061,907	1,075,193
Total investments *	<u>1,099,157</u>	<u>182,447</u>	<u>13,286</u>	<u>1,061,907</u>	<u>2,356,797</u>
Split-interest agreements:					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	1,893	-	-	-	1,893
Equity securities	32	-	-	-	32
Exchange-traded fund	2,136	-	-	-	2,136
Mutual fund	3,579	-	-	-	3,579
Common trust funds	-	-	-	82,985	82,985
Total assets of trusts administered by the Eastern Territory	<u>7,640</u>	<u>-</u>	<u>-</u>	<u>82,985</u>	<u>90,625</u>
Interests in trusts held by others	-	-	211,146	-	211,146
Total split-interest agreements	<u>7,640</u>	<u>-</u>	<u>211,146</u>	<u>82,985</u>	<u>301,771</u>
Total assets	<u>\$ 1,106,797</u>	<u>\$ 182,447</u>	<u>\$ 224,432</u>	<u>\$ 1,144,892</u>	<u>\$ 2,658,568</u>
Liabilities:					
Interest rate swaps	\$ -	\$ 149,144	\$ -	\$ -	\$ 149,144
Total liabilities	<u>\$ -</u>	<u>\$ 149,144</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 149,144</u>

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables and payables.

** In accordance with ASC Subtopic 820-10, investments and assets of trusts administered by the Eastern Territory measured at fair value using NAV per share as a practical expedient have not been categorized in the fair value hierarchy, as permitted by ASU 2015-07.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2014:

	Level 1	Level 2	Level 3	Net Asset Value**	Total
Assets					
Marketable securities					
Short-term securities	\$ 67,513	\$ 69,378	\$ -	\$ -	\$ 136,891
Corporate bonds and other fixed income securities	5,123	201,209	-	-	206,332
Federal and state government securities	83,603	47,767	-	-	131,370
Equity securities	848,799	1,669	-	-	850,468
Mutual funds	136,256	-	-	-	136,256
Total marketable securities	<u>1,141,294</u>	<u>320,023</u>	<u>-</u>	<u>-</u>	<u>1,461,317</u>
Alternative investments	-	-	12,040	1,105,186	1,117,226
Total investments *	<u>1,141,294</u>	<u>320,023</u>	<u>12,040</u>	<u>1,105,186</u>	<u>2,578,543</u>
Split-interest agreements					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	1,171	-	-	-	1,171
Equity securities	35	-	-	-	35
Exchange-traded fund	2,336	-	-	-	2,336
Mutual fund	3,955	-	-	-	3,955
Common trust funds	-	-	-	95,857	95,857
Total assets of trusts administered by the Eastern Territory	<u>7,497</u>	<u>-</u>	<u>-</u>	<u>95,857</u>	<u>103,354</u>
Interests in trusts held by others	-	-	223,901	-	223,901
Total split-interest agreements	<u>7,497</u>	<u>-</u>	<u>223,901</u>	<u>95,857</u>	<u>327,255</u>
Total assets	<u>\$ 1,148,791</u>	<u>\$ 320,023</u>	<u>\$ 235,941</u>	<u>\$ 1,201,043</u>	<u>\$ 2,905,798</u>
Liabilities:					
Interest rate swaps	\$ -	\$ 104,304	\$ -	\$ 104,304	\$ 104,304
Total liabilities	<u>\$ -</u>	<u>\$ 104,304</u>	<u>\$ -</u>	<u>\$ 104,304</u>	<u>\$ 104,304</u>

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables and payables.

** In accordance with ASC Subtopic 820-10, investments and assets of trusts administered by the Eastern Territory measured at fair value using NAV per share as a practical expedient have not been categorized in the fair value hierarchy, as permitted by ASU 2015-07.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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(in thousands)

The following are rollforwards of Level 3 financial assets for the years ended September 30, 2015 and 2014:

	<u>Beginning Balance as of October 1, 2014</u>	<u>Purchases/ Additions</u>	<u>Sales/ Distributions</u>	<u>Net Realized and Unrealized Gains (Losses)</u>	<u>Transfers In (Out) (a)</u>	<u>Ending Balance as of September 30, 2015</u>
Real estate alternative investment	\$ 12,040	\$ -	\$ -	\$ 1,246	\$ -	\$ 13,286
Interests in trusts held by others	223,901	16,986	(18,272)	(11,469)	-	211,146
	<u>\$ 235,941</u>	<u>\$ 16,986</u>	<u>\$ (18,272)</u>	<u>\$ (10,223)</u>	<u>\$ -</u>	<u>\$ 224,432</u>

	<u>Beginning Balance as of October 1, 2013</u>	<u>Purchases/ Additions</u>	<u>Sales/ Distributions</u>	<u>Net Realized and Unrealized Gains</u>	<u>Transfers In (Out) (a)</u>	<u>Ending Balance as of September 30, 2014</u>
Real estate alternative investment	\$ 10,498	\$ -	\$ -	\$ 1,542	\$ -	\$ 12,040
Interests in trusts held by others	202,296	22,530	(4,509)	3,584	-	223,901
	<u>\$ 212,794</u>	<u>\$ 22,530</u>	<u>\$ (4,509)</u>	<u>\$ 5,126</u>	<u>\$ -</u>	<u>\$ 235,941</u>

(a) The Eastern Territory recognizes transfers between the levels as of the actual date of the event or change in circumstances that caused the transfer.

Net realized and unrealized gains (losses) in the table above are reflected in the accompanying consolidated statements of activities and included as part of realized and unrealized gains on investments, net, and change in value of split-interest agreements.

The Eastern Territory uses the NAV per share or its equivalent as a practical expedient to determine the fair value of all the underlying investments, which (a) do not have a readily determinable fair value and (b) prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
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The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2015:

		2015						
	Strategy	NAV in Funds	# of Funds	Remaining Life	\$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions	
Private Equity	Venture and buyout in the U.S. and international	\$ 86,548	14	1 - 11 years	\$ 42,055	No Liquidity	N/A	
Real Estate	Real Estate	100,762	7	Six funds 1 - 9 years. One fund N/A	22,114	Quarterly for 1 fund, No liquidity for remaining funds	N/A	
Timber	Holdings of timber producing property	98,773	8	1 - 7 years	-	No Liquidity	N/A	
Commingled Funds	Distressed asset funds & credit strategies	11,138	1	4 years	750	No Liquidity	N/A	
Commingled Funds	Global funds	319,110	6	One fund 2 years. Five funds N/A	17,497	Monthly for 4 funds, Quarterly for 1 fund, remaining fund with no liquidity	3 year lock up for 1 fund	
Commodities	Energy, Metals, Agriculture	33,800	2	One fund 7 years. One fund N/A	7,008	Monthly for 1 fund and 1 fund has no liquidity	N/A	
Hedge Funds	U.S. and Global Long Short Term Equities	411,776	11	Four funds 5 - 26 years. Seven funds N/A	-	8 funds monthly to triennial, 2 funds pending liquidation, 1 fund no liquidity	Lock up ranges from 2 to 3 years for 2 funds; 5 funds have redemption gates	
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	82,985	8	N/A	-	Daily liquidity	N/A	
	Total	<u>\$ 1,144,892</u>	<u>57</u>		<u>\$ 89,424</u>			

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2014:

2014							
Strategy	NAV in Funds	# of Funds	Remaining Life	\$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions	
Private Equity	Venture and buyout in the U.S. and international	\$ 89,041	11	1 - 10 years	\$ 32,656	No Liquidity	N/A
Real Estate	Real Estate	99,402	6	Five funds 1 - 10 years. One fund N/A	19,921	Quarterly for 1 fund, No liquidity for remaining funds	N/A
Timber	Holdings of timber producing property	98,856	9	2 - 8 years	-	No Liquidity	N/A
Commingled Funds	Distressed asset funds & credit strategies	15,758	1	5 years	1,500	No Liquidity	N/A
Commingled Funds	Global funds	327,756	5	One fund 3 years. Four funds N/A	2,672	Monthly for 4 funds, No liquidity for remaining fund	N/A
Commodities	Energy, Metals, Agriculture	45,238	2	One fund 8 years. One fund N/A	7,304	Monthly for 1 fund and 1 fund has no liquidity	N/A
Hedge Funds	U.S. and Global Long/ Short Term Equities	429,135	11	Four funds 6 - 27 years. Seven funds N/A	4,218	9 funds monthly to triennial, 1 fund pending liquidation, 1 fund no liquidity	Lock up ranges from 2 to 3 years for 2 funds; 5 funds have redemption gates
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	95,857	8	N/A	-	Daily Liquidity	N/A
	Total	<u>\$ 1,201,043</u>	<u>53</u>		<u>\$ 68,271</u>		

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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6. PENSION, RETIREMENT AND OTHER POSTRETIREMENT PLANS

Employee Pension Plans

Eligible employees participate in the Employee Pension Plan and Trust Agreement (the "Plan") with other Salvation Army Territories, which provides for death, disability and retirement benefits. The Plan is a defined contribution, money purchase plan.

Annual contributions to the Plan are based on a stipulated 6% of employees' salaries. The Eastern Territory incurred \$10,303 and \$9,981 of expenses under this plan in fiscal years 2015 and 2014, respectively. The Eastern Territory has recorded a liability for contributions accrued under the Plan of \$1,782 and \$1,961 as of September 30, 2015 and 2014, respectively, and are included on the accompanying consolidated statements of financial position as part of liability for pension and other postretirement benefits.

The Eastern Territory has designated assets of \$5,719 and \$6,027 as of September 30, 2015 and 2014, respectively, for an inactive money purchase pension plan for employees whose benefits were frozen as of April 30, 1977. The liability for benefits accrued under this plan of \$5,719 and \$6,027 as of September 30, 2015 and 2014, respectively, are included on the accompanying consolidated statements of financial position as part of liability for pension and other postretirement benefits.

7. OFFICERS' RETIREMENT PROVISIONS AND OTHER POSTRETIREMENT BENEFITS

The Eastern Territory has a retirement provision for officers which provides retirement benefits, as defined by The Salvation Army policy governing such benefits. Retirement allowances are determined based upon active officer allowances and length of service. They are self-funded principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Such designated assets, which were \$44,152 and \$40,602 as of September 30, 2015 and 2014, respectively, are included in unrestricted board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

The Eastern Territory also provides certain healthcare and death benefits for retired Salvation Army officers as part of the retirement provision for officers. All Eastern Territory officers and their eligible dependents are eligible for these benefits, as defined by the Eastern Territory policy. Provisions for these benefits are self-funded in a manner similar to officers' retirement benefits. Such designated assets, which were \$97,512 and \$108,922 as of September 30, 2015 and 2014, respectively, are included in unrestricted board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

US GAAP requires the recognition of an asset or liability for the funded status of defined pension and other post-retirement benefit plans in the statements of financial position of the sponsoring entity. The funded status of a benefit plan is measured as the difference between plan assets at fair value and the benefit obligation. For a defined benefit pension plan, the benefit obligation is the projected benefit obligation ("PBO"). For any other defined benefit post-retirement benefit plan, such as a retiree healthcare plan, the benefit obligation is the accumulated post-retirement benefit obligation. The initial incremental recognition of the funded status for the defined pension and other post-retirement benefit plans, as well as subsequent changes in funded status that are not included in net periodic benefit cost, is reflected in a separate line item within changes in net assets.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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The following tables summarizes the benefit obligations, fair value of plan assets, funded status, and accrued benefit cost of the plans reported on the consolidated statements of financial position at September 30, 2015 and 2014:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Benefit obligation, beginning of year	\$ 236,064	\$ 284,164	\$ 232,785	\$ 234,396
Service cost	6,220	9,929	6,418	7,709
Interest cost	10,015	12,541	10,642	10,854
Plan amendments	-	-	-	-
Assumption changes	14,234	36,903	(2,659)	40,133
Actuarial loss (gain)	1,630	4,910	1,354	(942)
Benefit payments	(13,334)	(9,124)	(12,476)	(7,986)
Benefit obligation, end of year	<u>\$ 254,829</u>	<u>\$ 339,323</u>	<u>\$ 236,064</u>	<u>\$ 284,164</u>
Fair value of plan assets at September 30	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Funded status at September 30	<u>\$ (254,829)</u>	<u>\$ (339,323)</u>	<u>\$ (236,064)</u>	<u>\$ (284,164)</u>
Accrued benefit cost	<u>\$ 238,476</u>	<u>\$ 264,398</u>	<u>\$ 221,732</u>	<u>\$ 250,733</u>

The amount of contributions and benefit payments from the plans for the years ended September 30, 2015 and 2014 were:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Employer contributions	\$ 13,334	\$ 9,124	\$ 12,476	\$ 7,986
Participant contributions	-	-	-	-
Benefit payments	<u>\$ 13,334</u>	<u>\$ 9,124</u>	<u>\$ 12,476</u>	<u>\$ 7,986</u>

The following table provides the components of the net periodic benefit cost recognized as expense for the years ended September 30, 2015 and 2014:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Service cost	\$ 6,220	\$ 9,929	\$ 6,418	\$ 7,709
Interest cost	10,015	12,541	10,642	10,854
Amortization of unrecognized:				
Prior service cost	1,378	54	1,380	54
Net actuarial loss	2,897	265	3,244	-
Net periodic benefit cost	<u>\$ 20,510</u>	<u>\$ 22,789</u>	<u>\$ 21,684</u>	<u>\$ 18,617</u>

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
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For the years ended September 30, 2015 and 2014, the change in estimated additional minimum liability for retirement and other post-retirement benefits consisted of:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Net actuarial loss (gain)	\$ 15,863	\$ 41,813	\$ (1,306)	\$ 39,190
Prior service cost	-	-	-	-
Amortization of net actuarial loss	(2,897)	(265)	(3,244)	-
Amortization of prior service cost	(1,377)	(54)	(1,380)	(54)
	<u>\$ 11,589</u>	<u>\$ 41,494</u>	<u>\$ (5,930)</u>	<u>\$ 39,136</u>

Items not yet recognized as a component of net periodic benefit cost as of September 30, 2015 and 2014 consisted of:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Unrecognized actuarial loss	\$ 75,451	\$ 73,518	\$ 62,484	\$ 31,970
Unrecognized prior service cost	5,367	1,406	6,745	1,460
	<u>\$ 80,818</u>	<u>\$ 74,924</u>	<u>\$ 69,229</u>	<u>\$ 33,430</u>

The estimated net actuarial loss and prior service cost for the defined benefit pension plan that will be amortized from unrestricted net assets into the net periodic benefit cost during the next fiscal year are \$3,671 and \$1,439, respectively. The estimated net actuarial loss and prior service cost for the post-retirement benefit plan that will be amortized from unrestricted net assets into the net periodic benefit cost during the next fiscal year are \$2,909 and \$175, respectively.

The weighted-average rates used in the measurement of the benefit obligations as of September 30, 2015 and 2014, were as follows:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Discount rate	4.34 %	4.53 %	4.35 %	4.48 %
Rate of compensation increase	2.50 %	N/A	2.50 %	N/A
Expected rate of return on plan assets	N/A	N/A	N/A	N/A

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Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

Other actuarial assumptions used as of September 30, 2015 and 2014, were as follows:

	<u>2015</u>	<u>2014</u>
Initial healthcare cost trend rate:		
Pre-65	7.44 %	7.25 %
Post-65	9.07 %	6.75 %
Ultimate healthcare cost trend rate:		
Pre-65	4.50 %	5.00 %
Post-65	4.50 %	5.00 %
Year ultimate healthcare cost trend rate is achieved	2025	2023

The weighted-average rates used in the measurement of the net periodic benefit cost for the years ended September 30, 2015 and 2014, were as follows:

	<u>2015</u>		<u>2014</u>	
	<u>2015</u>	<u>Other</u>	<u>Retirement</u>	<u>Other</u>
	<u>Retirement</u>	<u>Post-Retirement</u>	<u>Provisions</u>	<u>Post-Retirement</u>
	<u>Provisions</u>	<u>Benefits</u>	<u>Provisions</u>	<u>Benefits</u>
Discount rate	4.35 %	4.48 %	4.71 %	4.71 %
Rate of compensation increase	2.50 %	N/A	3.50 %	N/A
Expected rate of return on plan assets	N/A	N/A	N/A	N/A

Other actuarial assumptions used for the years ended September 30, 2015 and 2014, were as follows:

	<u>2015</u>	<u>2014</u>
Initial healthcare cost trend rate:		
Pre-65	7.25 %	7.50 %
Post-65	6.75 %	7.00 %
Ultimate healthcare cost trend rate:		
Pre-65	5.00 %	5.00 %
Post-65	5.00 %	5.00 %
Year ultimate healthcare cost trend rate is achieved	2023	2023

For the year ended September 30, 2015, the effect of a 1% change in the healthcare cost trend rate was as follows:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on net periodic benefit cost	\$ 5,784	\$ (4,363)
Effect on accumulated benefit obligation	65,589	(51,240)

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

The estimated future benefit payments as of September 30, 2015, were projected to be as follows:

<u>Fiscal Year</u>	<u>Retirement Provisions</u>	<u>Other Post-Retirement Benefits</u>
2016	\$ 12,332	\$ 8,998
2017	12,947	9,699
2018	14,621	10,527
2019	14,195	11,535
2020	14,657	12,450
2021 - 2025	78,454	75,413

Because the plans are unfunded, the fiscal year 2016 estimated future benefit payments also represent the expected contributions to the plans for that year.

8. ESTIMATED LIABILITY FOR SELF-INSURANCE CLAIMS

Officers and employees of the Eastern Territory are provided health benefits under a self-insured program which is administered by a third-party claims administrator. The employee medical plan is funded by employee contributions and annual assessments to all centers of operations.

The Eastern Territory also maintains self-insurance programs for general liability, automobile, workers' compensation, and property coverage. The programs are administered by the Eastern Territory Headquarters and are intended to provide coverage for claims arising in all centers of operations. Funding for these programs is obtained through assessments to all centers of operations for each line of coverage and through earnings on designated assets held to pay claims. Assets designated by the Eastern Territory's Board of Trustees for insurance programs amounted to \$85,034 and \$91,591 at September 30, 2015 and 2014, respectively, and were included in board-designated net assets. The Board may reallocate these assets for other purposes as deemed necessary.

Liabilities for self-insurance claims have been developed based on an actuarial model based on historical claims and industry experience. As of September 30, 2015 and 2014, the actuarially determined liabilities consisted of the following:

<u>2015</u>	<u>Case Reserve</u>	<u>Incurred But Not Reported</u>	<u>Total</u>
Officer and Employee Medical Plan	\$ 241	\$ 9,307	\$ 9,548
General liability, automobile, workers' compensation and property coverage	27,039	27,656	54,695
Total liability for self-insurance claims	<u>\$ 27,280</u>	<u>\$ 36,963</u>	<u>\$ 64,243</u>

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<u>2014</u>	<u>Case Reserve</u>	<u>Incurred But Not Reported</u>	<u>Total</u>
Officer and Employee Medical Plan	\$ 1,275	\$ 10,525	\$ 11,800
General liability, automobile, workers' compensation and property coverage	<u>24,852</u>	<u>26,862</u>	<u>51,714</u>
Total liability for self-insurance claims	<u>\$ 26,127</u>	<u>\$ 37,387</u>	<u>\$ 63,514</u>

Expenses incurred under the self-insurance programs amounted to \$101,061 and \$95,468 during fiscal years 2015 and 2014, respectively.

9. MORTGAGES AND NOTES PAYABLE

Notes Payable

On August 16, 2007, the Eastern Territory issued an offering memorandum for the sale and issuance of up to \$400,000 of Taxable Commercial Paper Notes (the "Notes") for the purpose of real estate acquisitions and facilities construction. The Notes were split into two Series, the Series A Notes and the Series B Notes, and were purchased or the sale arranged by JPMorgan Chase Securities, Inc. ("JPMorgan") and Merrill Lynch & Co. Inc. ("Merrill Lynch"), respectively, the dealers in the transactions. The Series A Notes were sold at a discount with the face amount payable at maturity and the Series B Notes were offered at both a discount and at par with the face amount payable at maturity and both series are interest bearing. The Notes carry maximum maturities of 270 days and may be issued in denominations of \$100 or in integral multiples of \$1 in excess of \$100. The Notes are unsecured general obligations of the Eastern Territory.

On August 22, 2007, \$100,000 of Series A Notes and \$60,000 of Series B Notes were issued. On September 11, 2008, an additional \$35,000 of Series A Notes and \$40,000 of Series B Notes were issued. On October 15, 2009, an additional \$50,000 of Series A Notes was issued. On October 9, 2010, the Eastern Territory issued an additional \$35,000 of Series A Notes and \$25,000 of Series B Notes. Deutsche Bank Trust Company Americas was the issuing and paying agent. On August 13, 2013, U.S. Bank Global Corporate Trust Services became the issuing and paying agent.

On November 29, 2011, the Eastern Territory entered a credit agreement with U.S. Bank for two term loans in accordance with its long-term financing strategy. The first term loan ("Term Loan A") of \$45,000 with a repayment term of 54 months is due and payable in full on December 1, 2019. Proceeds were used to pay down \$45,000 of Series B Notes issued in 2007. The second term loan ("Term Loan B") of \$55,000 with a repayment term of 10 years is due and payable in full on November 29, 2021. The loans bear interest daily at a per annum rate equal to one-month LIBOR plus the applicable margin, which amount to 0.50% and 0.80% for Term Loan A and Term Loan B, respectively. At September 30, 2015 and 2014, the Eastern Territory had a combined principal balance outstanding of \$100,000 for Term Loans A and B. Term Loans A and B are unsecured general obligations of the Eastern Territory. The interest rates on Term Loans A and B were 0.69% and 0.99%, respectively, at September 30, 2015 and 0.65% and 0.95%, respectively, at September 30, 2014.

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On May 24, 2012, the Eastern Territory entered into a credit agreement with TD Bank for a term loan in accordance with its long-term financing strategy. The term loan ("TD Term Loan") of \$100,000 with a repayment term of 10 years is due and payable in full on May 24, 2022. Proceeds were used to retire \$20,000 of Series A Notes issued in 2007 and \$50,000 of Series B Notes issued in 2007 and 2008. On June 5, 2012, \$14,000 of Series B Notes issued in 2008 and 2010 were paid down and not reissued and on July 6, 2012, an additional \$16,000 of Series B Notes issued in 2008 and 2010 were paid down and not reissued. The loan bears interest daily at a per annum rate equal to one-month LIBOR plus an applicable margin of 1.0%. At September 30, 2015 and 2014, the Eastern Territory had a principal balance outstanding of \$100,000. The interest rate on the TD Term Loan was 1.19% and 1.15% at September 30, 2015 and 2014, respectively.

Total interest expense related to the long-term financing strategy for the years ended September 30, 2015 and 2014 was \$19,146 and \$19,054, respectively. Included in this amount are net payments to counterparties related to interest rate swap agreements of \$16,670 and \$16,706 for the years ended September 30, 2015 and 2014, respectively.

As of September 30, 2015 and 2014, the Eastern Territory had a principal balance outstanding of \$199,928, net of discount of \$72 and principal balance of \$199,873, net of discount of \$127, respectively, for Series A Notes. During fiscal years 2015 and 2014, interest rates on the Series A Notes ranged from 0.15% to 0.25% and 0.12% to 0.23%, respectively.

Concurrent with the issuance of the Notes in fiscal years 2007 through 2011, the Eastern Territory entered into a total of six interest rate swap agreements with notional amounts totaling \$345,000 in order to hedge its interest rate risk on the Notes whereby the Eastern Territory agreed to pay a counterparty a fixed rate and the counterparty agreed to pay the Eastern Territory a variable interest rate intended to approximate the variable rate equal to 30-Day LIBOR (0.1930% at September 30, 2015 and 0.1541% at September 30, 2014) on the Eastern Territory's Commercial Paper and Term Loans.

Concurrent with the issuance of Term Loan B, the Eastern Territory has entered into an interest rate swap transaction with U.S. Bank in the notional amount of \$55,000, wherein the Eastern Territory agreed to pay U.S. Bank a fixed rate of interest equal to 2.149% of the notional amount and receive from U.S. Bank an interest payment equal to 30-Day LIBOR (0.1930% at September 30, 2015 and 0.1541% at September 30, 2014). The interest rate swap agreement issued concurrently with the 2007 Series B Notes was maintained to hedge interest rate risk on Term Loan A.

The summary of the Eastern Territory's interest rate swap agreements as of September 30, 2015 and 2014 are as follows:

Counterparty	Notional Amount	Territory Fixed Rate	Expiration	Counterparty Interest Rate
JPMorgan	\$ 100,000	5.615 %	June 1, 2040	30-Day LIBOR
Merrill Lynch	60,000	5.615 %	June 1, 2040	30-Day LIBOR
JPMorgan	40,000	4.576 %	June 1, 2040	30-Day LIBOR
Merrill Lynch	35,000	4.576 %	June 1, 2040	30-Day LIBOR
U.S. Bank	50,000	3.960 %	June 1, 2024	30-Day LIBOR
U.S. Bank	60,000	2.975 %	June 1, 2024	30-Day LIBOR
U.S. Bank	55,000	2.149 %	November 1, 2021	30-Day LIBOR
	<u>\$ 400,000</u>			

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The Eastern Territory accounts for its interest rate swap agreements in accordance with *Accounting for Derivative Instruments and Hedging Activities*. Fair values of interest rate swap agreements are the estimated amounts that the Eastern Territory would have received or paid, including accrued interest, to terminate the agreements on the date of the consolidated statement of financial position. The estimated fair values of the agreements are recorded assets or liabilities within the consolidated statement of financial position. Changes in the estimated fair values are recorded in the consolidated statement of activities.

Amounts included within the consolidated financial statements as of September 30, 2015 and 2014 are as follows:

Counterparty	Fair Value as of September 30, 2015	Fair Value as of September 30, 2014	Consolidated Statement of Financial Position Location	Change in Fair Value for the Year Ended September 30, 2015	Change in Fair Value for the Year Ended September 30, 2014	Consolidated Statement of Activities Location
JPMorgan	\$ 62,298	\$ 46,468		\$ (15,830)	\$ (9,366)	
JPMorgan	17,006	11,038		(5,968)	(5,620)	
Merrill Lynch	37,379	27,881		(9,498)	(3,648)	
Merrill Lynch	14,881	9,658		(5,223)	(3,192)	
U.S. Bank	9,110	6,595		(2,515)	(766)	
U.S. Bank	6,077	2,699		(3,378)	(1,407)	
U.S. Bank	2,393	(35)		(2,428)	(631)	
	<u>\$ 149,144</u>	<u>\$ 104,304</u>	Interest Rate Swaps	<u>\$ (44,840)</u>	<u>\$ (24,630)</u>	Change in fair value of interest rate swaps

The Eastern Territory has a \$100,000 unsecured master line of credit (the "Master LOC") available from Bank of America. At September 30, 2015, the Eastern Territory had \$13,243 outstanding on the Master LOC, of which \$13,107 bears interest at LIBOR plus 0.5% (0.7% at September 30, 2015) and \$136 bears interest at LIBOR plus 0.825% (1.02% at September 30, 2015). At September 30, 2014, the Eastern Territory had \$21,915 on the Master LOC, of which \$18,735 bears interest at LIBOR plus 0.85% (1.01% at September 30, 2014), \$1,066 bears interest at LIBOR plus 1.30% (1.46% at September 30, 2014) and \$2,114 bears interest at LIBOR plus 0.75% (0.91% at September 30, 2014). Amounts drawn down from the Master LOC are payable on or before July 31, 2017.

The terms of the term loans and line of credit agreements contain requirements for maintaining certain financial covenants. The Eastern Territory was compliant with the financial covenants at September 30, 2015 and 2014.

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The Eastern Territory had a note payable outstanding of \$166 and \$187 at September 30, 2015 and 2014, respectively, with an interest rate of 3.25% per annum. Future principal payments due as of September 30, 2015 are as follows:

Fiscal Year

2016	\$	22
2017		23
2018		24
2019		24
2020		25
Thereafter		48
Total	<u>\$</u>	<u>166</u>

Mortgages Payable

United States Department of Housing and Urban Development

The Eastern Territory is obligated under various mortgages payable, which represent liabilities to the United States Department of Housing and Urban Development ("HUD") related to the purchase of land and construction of buildings for senior citizens' residences as well as for transitional and emergency shelter programs.

Funding from HUD has been in the form of mortgage notes and capital advances, some of which bear interest expense and for which repayment is not required as long as the Eastern Territory operates the programs stipulated by HUD. At the end of a 40-year period, the mortgage notes and capital advances payable to HUD are to be forgiven by HUD assuming that terms of the agreement are satisfied. Mortgages payable and capital advances in the amount of \$40,169 (which includes \$3,672 of HUD funds paid by the Eastern Territory to Fifth Third Bank and the Ohio Housing Finance Agency during fiscal 2015 pertaining to amounts outstanding as of September 30, 2014) and \$35,989 as of September 30, 2015 and 2014, respectively, have been included in mortgages and notes payable in the accompanying consolidated statements of financial position. All HUD mortgages and capital advances are collateralized by the related underlying assets.

One HUD mortgage, which requires principal and interest payments, is financed with Red Mortgage Capital, Inc. At September 30, 2015 and 2014, the amounts outstanding were \$5,834 and \$5,899, respectively, with interest payable at 5.4% per annum. The financing is collateralized by the related underlying assets.

Other Mortgages Payable

A mortgage which requires no current principle or interest payment, is financed with the New Jersey Department of Community Affairs. The mortgage is reduced by 20% per year over a five year period and repayment is not required unless The Salvation Army discontinues the related program or sells the underlying assets. At September 30, 2015 and 2014, the amounts outstanding were \$161 and \$201, respectively.

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At September 30, 2015 and 2014, the Eastern Territory had multiple mortgages payable outstanding aggregating \$7,410 and \$7,814, respectively, inclusive of accrued interest payable of \$639 and \$588, respectively, with interest payable at rates varying from 0.00% to 10.00% per annum with maturities through fiscal year 2047. Five of these mortgages with amounts outstanding of \$2,192 do not require current payments of either principal or interest. Principal, accrued interest and current interest will become due in years subsequent to fiscal year 2016. These mortgages are collateralized by the related underlying assets.

Future principal payments due as of September 30, 2015 are as follows:

Fiscal Year

2016	\$	308
2017		319
2018		333
2019		347
2020		317
Thereafter		<u>11,781</u>
Total	\$	<u>13,405</u>

New Markets Tax Credits

The Eastern Territory entered into New Markets Tax Credits transactions for the benefit of the Camden Kroc Center during the years ended September 30, 2015 and 2014. Through these transactions, the Eastern Territory issued leveraged loans receivables of \$7,054 to one investment fund in fiscal 2015 and \$12,663 to two investment funds in fiscal 2014, due in 2045 and 2044, respectively, with interest payments only on the loans until 2022 and 2021, respectively. The loans bear an interest rate of 1% and are unsecured. As of September 30, 2015 and 2014, amounts due to the Eastern Territory totaled \$19,717 and \$12,663, respectively, and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the New Markets Tax Credits transactions, the Eastern Territory obtained loans payable for \$9,800 and \$17,641 for the Camden Kroc Center during the years ended September 30, 2015 and 2014, respectively, maturing in 2045 and 2044, respectively. The loans bear interest rates that range between 0.71% and 1.15%. Interest-only payments are required until maturity upon which time the entire principal balance will become due. As of September 30, 2015 and 2014, amounts payable by the Eastern Territory totaled \$27,441 and \$17,641, respectively, and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

At the closing of each of the respective New Markets Tax Credits transactions, the Eastern Territory and investor executed put and call option agreements that would grant the respective investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (the put) for a predetermined purchase price of approximately \$1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

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10. CONDITIONAL ASSET RETIREMENT OBLIGATIONS

The Eastern Territory is required to recognize a conditional asset retirement obligation ("CARO") related to the cost associated with the eventual remediation and abatement of asbestos and other environmental hazards contained within its physical plant. The cost of the abatement was based upon a consultant's estimate which specializes in such abatements. At September 30, 2015 and 2014, the CARO was \$60,939 and \$59,210, respectively. Land, buildings and equipment included capitalized conditional asset retirement obligations at a cost of \$13,185 and accumulated depreciation of \$12,128 and \$11,800 at September 30, 2015 and 2014, respectively. At September 30, 2015 and 2014, the estimated cost of abatement was \$54,800. At September 30, 2015 and 2014, the inflationary rate was 2.52% and the discount rate was 2.92%. For the years ended September 30, 2015 and 2014, the Eastern Territory recorded accretion expense of \$2,232 and \$2,348, respectively. During fiscal years 2015 and 2014, the remediation costs amounted to \$503 and \$398, respectively, and were recorded as a reduction to the CARO.

11. NET ASSET CLASSIFICATIONS

Temporarily restricted net assets are available for the following purposes or future periods at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Character building/social programs	\$ 250,995	\$ 285,919
Split-interest agreements	39,160	41,944
Building/capital purposes	32,987	26,640
Camp and recreational activities	10,927	12,596
Pledges to be paid in future periods	<u>10,217</u>	<u>7,114</u>
	<u>\$ 344,286</u>	<u>\$ 374,213</u>

While the Eastern Territory segregates and spends all donor restricted funds in accordance with donor intent (i.e. restriction), following a review of the Eastern Territory's temporarily restricted net asset funds during fiscal year 2014, specifically the manner in which certain temporarily restricted funds were reflected on the consolidated statement of financial position, the Eastern Territory determined that donor restricted funds totaling \$63,549 were required to be transferred from board designated unrestricted net assets to temporarily restricted net assets.

Permanently restricted net assets as of September 30, 2015 and 2014 are restricted to investments in perpetuity, the income from which is expendable to support the following:

	<u>2015</u>	<u>2014</u>
Character building/social programs	\$ 379,737	\$ 371,849
Split-interest agreements	187,755	201,911
Camp and recreational activities	22,909	22,686
Pledges to be paid in future periods	<u>2,157</u>	<u>3,798</u>
	<u>\$ 592,558</u>	<u>\$ 600,244</u>

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12. NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes and/or by occurrence of other events specified by the donors for the years ended September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Purpose restriction accomplished:		
Character building/social programs	\$ 39,164	\$ 32,615
Building/capital purposes	<u>3,705</u>	<u>16,318</u>
	42,869	48,933
Time restrictions expired	<u>19,193</u>	<u>6,392</u>
Total net assets released from restrictions	<u>\$ 62,062</u>	<u>\$ 55,325</u>

13. ENDOWMENTS

The Eastern Territory's endowment consists of approximately one thousand eight hundred individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by US GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The New York Prudent Management of Institutional Funds Act ("NYPMIFA"), as enacted by the State of New York, applies to all the institutional funds of the Eastern Territory, unless the donor has specifically directed otherwise. The law updated prior rules regarding investment conduct, expenditure of funds, delegation of management and investment, and release or modification of restrictions. The most significant change made by the law was the elimination of the concept of "historic dollar value" for endowment funds. Under NYPMIFA, a detailed prudence standard governs appropriation from endowment funds, and there is no longer a requirement to maintain historic dollar value.

As a result of this interpretation, the Eastern Territory classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Eastern Territory in a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, the Board of Trustees considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the organization and the donor-restricted endowment fund
- General economic conditions
- The possible effects of inflation and deflation

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- The expected total return from income and the appreciation of investments
- Other resources of the Eastern Territory
- The investment policies of the Eastern Territory

Spending Policy

The Eastern Territory has a policy of making available for distribution each year 5% of its endowment fund's average fair value over the prior 20 quarters. In establishing this policy, the Eastern Territory considered the long-term expected return on its endowment. Accordingly, over the long-term, the Eastern Territory expects its endowment assets to grow at a pace at least equal to inflation. This is consistent with the Eastern Territory's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

Return Objectives and Risk Parameters

The Eastern Territory has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Eastern Territory must hold in perpetuity or for donor-specified periods as well as board-designated funds. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of appropriate benchmarks without putting the assets at imprudent risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term objectives, the Eastern Territory relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Eastern Territory targets a diverse asset allocation to achieve its long-term return objectives within prudent risk constraints.

The following table summarizes endowment net asset composition by type of fund as of September 30, 2015:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Board designated endowment funds	\$ 233,139	\$ -	\$ -	\$ 233,139
Donor-restricted endowment funds	(145)	246,243	399,096	645,194
Total endowment funds	<u>\$ 232,994</u>	<u>\$ 246,243</u>	<u>\$ 399,096</u>	<u>\$ 878,333</u>

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The following table summarizes changes in endowment net assets for fiscal year 2015.

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 194,788	\$ 275,284	\$ 391,219	\$ 861,291
Contributions and bequests	-	-	7,877	7,877
Designated by Board	55,094	-	-	55,094
Appropriation of endowment assets for expenditure	(28,973)	(26,676)	-	(55,649)
Interest and dividends	12,085	1,990	-	14,075
Net depreciation (realized and unrealized)	-	(4,355)	-	(4,355)
Endowment net assets, end of year	<u>\$ 232,994</u>	<u>\$ 246,243</u>	<u>\$ 399,096</u>	<u>\$ 878,333</u>

The following table summarizes endowment net asset composition by type of fund as of September 30, 2014:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Board designated endowment funds	\$ 194,857	\$ -	\$ -	\$ 194,857
Donor-restricted endowment funds	(69)	275,284	391,219	666,434
Total endowment funds	<u>\$ 194,788</u>	<u>\$ 275,284</u>	<u>\$ 391,219</u>	<u>\$ 861,291</u>

The following table summarizes changes in endowment net assets for fiscal year 2014:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 207,314	\$ 227,160	\$ 383,283	\$ 817,757
Contributions and bequests	-	-	6,391	6,391
Designated by Board	7,201	-	-	7,201
Transfer to establish endowments	-	-	1,545	1,545
Appropriation of endowment assets for expenditure	(31,051)	(22,818)	-	(53,869)
Interest and dividends	11,324	4,992	-	16,316
Net appreciation (realized and unrealized)	-	65,950	-	65,950
Endowment net assets, end of year	<u>\$ 194,788</u>	<u>\$ 275,284</u>	<u>\$ 391,219</u>	<u>\$ 861,291</u>

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Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that donors or NYPMIFA requires the Eastern Territory to retain as a fund of perpetual duration. In accordance with US GAAP, deficiencies of this nature that are reported in unrestricted net assets were \$145 and \$69 at September 30, 2015 and 2014, respectively. These deficiencies generally resulted from unfavorable market fluctuations that occurred after the investment of permanently restricted contributions and continued appropriation for certain programs that was deemed permanent by the Board of Trustees.

14. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following methods and assumptions were used to estimate the fair value of certain items appearing on the consolidated statements of financial position for which it is practicable to estimate that value:

Cash and Cash Equivalents

Cash and cash equivalents consist principally of investments in short-term, interest-bearing instruments and are carried at cost plus accrued interest which approximates fair value.

Pledges Receivable

The fair value of pledges receivable, after allowances for uncollectible pledges, is determined by discounting the expected future cash flows by an appropriate rate of return.

Accounts Receivable

The carrying amount reported approximates its fair value.

Note Receivable

The carrying amount reported approximates its fair value.

Notes Payable

Due to the short-term nature of the Eastern Territory's commercial paper, the carrying amount approximates its fair value.

Mortgages and Other Notes Payable

The fair values of mortgages and other notes payable are significantly impacted by the terms of their agreements with HUD, for mortgages payable, and the deferred payment terms, for notes payable. Accordingly, the fair values of these instruments are not readily determinable.

15. COMMITMENTS AND CONTINGENCIES

Letters of Credit

As of September 30, 2015, the Eastern Territory has issued letters of credit totaling \$18,340 to insurance companies under various insurance programs. The Eastern Territory has additional letters of credit in the amount of \$304, relating to its obligation with the New York State Environmental Facilities Development Corporation. These letters of credit are collateralized by the Eastern Territory's cash and cash equivalents and renew automatically each year.

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Limited Partnership Subscription Commitments

At September 30, 2015, the Eastern Territory had commitments to invest \$89,424 over a period of 11 years in various limited partnerships.

Real Estate and Construction Purchase Commitments

The Board of Trustees of the Eastern Territory had future capital commitments of approximately \$48,309 which was unspent as of September 30, 2015.

Leases

At September 30, 2015 and 2014, the Eastern Territory was committed under operating leases, principally for office space. Rent expense was \$10,955 and \$9,361 in fiscal years 2015 and 2014, respectively. Future minimum base rents under terms of noncancelable operating leases were as follows at September 30, 2015:

Fiscal Year

2016	\$	9,025
2017		6,242
2018		4,445
2019		2,240
2020		896
Thereafter		18
Total	\$	<u>22,866</u>

Litigation

The Eastern Territory is a defendant in several lawsuits arising in the normal course of operations. While outside counsel cannot predict the outcome of such litigation, management does not expect the outcome to have a material effect on the consolidated financial position, changes in net assets and cash flows of the Eastern Territory.

16. RELATED PARTY TRANSACTIONS

For fiscal years 2015 and 2014, the Eastern Territory made payments for administrative services to The Salvation Army National Headquarters of \$1,585 and \$1,447, respectively. In addition, for fiscal years 2015 and 2014, the Eastern Territory made payments to The Salvation Army International Headquarters of \$5,102 and \$4,839, respectively, for World Services and \$4,806 and \$9,628, respectively, for other mission grants and administrative services. The Eastern Territory also made a \$2,500 payment in fiscal 2015 to The Salvation Army International Headquarters for the International Pension fund.

17. ACCOUNTING FOR INCOME TAXES

Accounting for uncertainty in income taxes requires that a tax position be recognized or derecognized based on a "more likely than not" threshold. This applies to positions taken or expected to be taken in a tax return. The Eastern Territory has evaluated its tax positions and concluded that it does not have any uncertain tax positions that require recognition as of and for the years ended September 30, 2015 and 2014.

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The tax years ended September 30, 2012, 2013, 2014 and 2015 are still open to audit for both federal and state purposes. There have been no material changes in unrecognized benefits as of September 30, 2015 and 2014, nor are any material changes anticipated in the twelve months following September 30, 2015.

18. SUBSEQUENT EVENTS

The Eastern Territory evaluated its September 30, 2015 consolidated financial statements for subsequent events through February 19, 2016, the date the consolidated financial statements were issued. Except as disclosed below, the Eastern Territory is not aware of any subsequent events which would require recognition or disclosure in the accompanying consolidated financial statements.

On October 16, 2015, the Eastern Territory closed on the sale of property for \$108,750, with a net book value of \$1,346, in exchange for cash proceeds of \$70,000 and a purchase money mortgage note of \$38,750. The principal amount is due on its maturity date of December 31, 2050, unless terminated earlier upon agreement of both parties to certain terms and conditions. Interest is payable monthly at 6% per annum. The Eastern Territory simultaneously entered into a long-term lease for the premises, expiring no later than October 15, 2045, with an annual base rent of \$2,325, subject to the same termination conditions included in the purchase money mortgage.

On December 29, 2015, the Eastern Territory entered into a New Markets Tax Credits transaction for the benefit of the Greater Cleveland Area Services ("GCAS"). Through this transaction, the Eastern Territory issued a leveraged loan receivable for approximately \$11,508 to an investment fund due in 2045. The loan bears an interest rate of 1.15%. Interest-only payments are required until 2022 and the loan is unsecured. In connection with the above transaction, the Eastern Territory obtained loans payable of \$17,435 for the GCAS. The loans bear an interest rate of 1%. Interest-only payments are required until maturity in 2045.

At the closing, the Eastern Territory and investor executed put and call option agreements that would grant the investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (the put) for a predetermined purchase price of approximately \$1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

On February 17, 2016, the Eastern Territory issued a Supplement to the Offering Memorandum dated April 16, 2015 (the "Supplement"). As set forth in the Supplement, the Eastern Territory will reduce the principal amount of the Series 2007A Notes (see Note 9) to \$100,000, and will issue a new series of commercial paper notes in an amount up to \$100,000, which shall be denoted as Taxable Commercial Paper Notes, Series 2016A. J.P. Morgan Securities LLC, the dealer with respect to the 2007A Notes, will also act as dealer with respect to the Series 2016A Notes. JPMorgan Chase Bank, N.A. has agreed to provide \$100,000 of liquidity for the payment of maturing principal of the Series 2016A Notes pursuant to the terms of a Revolving Loan Agreement. U.S. Bank National Association is the issuing and paying agent.

THE SALVATION ARMY
a New York Corporation
FEIN 13-5562351
DUNS 06-2517941

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-1739
T 845-620-7200 F 845-620-7615

Listing of Corporate Trustees and Officers

<u>NAME/EMPLOYMENT</u>	<u>TITLE</u>	<u>HOME ADDRESS</u>
David E. Hudson	Chairman Trustee	
William A. Bamford III	President, Trustee	
Kenneth O. Johnson, Jr.	Vice President, Trustee	
Donald W. Lance	Treasurer, Trustee	
D. Sue Foley	First Assistant Treasurer Trustee	
Michael J. Southwick	Secretary	
Richard D. Allen	Assistant Secretary – Legal	
Thomas O. Henson	Second Assistant Treasurer	
Jorge E. Diaz	Assistant Secretary – Property	
Adolph M. Orlando	Second Assistant Secretary –Property	
Michelle L. Dressler	Assistant Secretary – Finance	
Richard J. Munn	Trustee	
James P. LaBossiere	Trustee	
Ruth Stoneburner	Trustee	
G. Lorraine Bamford	Trustee	
Paula S. Johnson	Trustee	

As of 1 September 2017
(EXADPL)

Kendra M. Veroff

Objective

Maintain and work within a collaborative network that assesses, plans, implements, coordinates, monitors, and evaluates the options and services available and/or required to meet the clients' basic health and human service needs.

Education

BACHELOR OF SCIENCE | 2016 | GRANITE STATE COLLEGE

- Major: Human Services

ASSOCIATES OF APPLIED SCIENCE | 2014 | LAKES REGION COMMUNITY COLLEGE

- Major: Human Services

MANAGEMENT

- Provided Case Management / Home Management through a transitional living program managed by Child and Family Services of NH. The Transitional living program offers a full spectrum of independent living services with an emphasis to prevent future homelessness.

COMMUNICATION

- Excellent written, verbal and nonverbal, communication skills brought to the forefront by displaying a friendly, confident, empathetic, open minded, and respectful demeanor.

LEADERSHIP

- Lead weekly life skills workshops that focus on empowering clients to be the best version of themselves.

Experience

CASE MANAGER | CHILD AND FAMILY SERVICES | 08-2016 TO CURRENT

- Manage a transitional living program for formally homeless youth. Provide positive and effective case management that provides that clients with options and choices to maintain their best selves and prevent future homelessness.

IN HOME CARE PROVIDER | LAKES REGION COMMUNITY SERVICES | 06-2017 TO CURRENT

- Supported individuals living with developmental disabilities in their homes while providing care that promotes independence and dignity.

FAMILY SERVICE ASSOCIATE | NH DHHS LACONIA DISTRICT OFFICE | 2012-2016

- Maintained a whole person attitude while assisting clients applying for services such as Medicaid, Food Stamps, Tanf, housing, or other services that one may have been eligible to receive

ANDRÉ COX
GENERAL

JAMES LABOSSIERE
PATRICIA LABOSSIERE
DIVISIONAL COMMANDERS



BARRY C SWANSON
TERRITORIAL COMMANDER

SCOTT A. MCNEIL
NORA A. MCNEIL
CORPS OFFICERS

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

HEART TO GOD; HAND TO MAN

PO BOX 326

177 UNION AVENUE

LACONIA, NH 03246

TELEPHONE (603)524-1834

FAX (603) 524-8164

www.use.salvationarmy.org/laconia

January 17, 2018

Key Administrative Personnel

Captains Scott and Nora McNeil have been appointed as the Corps Commanding Officers of the Laconia, NH Salvation Army in June of 2014. In their role as Commanding Officers, they are responsible for all aspects of The Salvation Army mission and service.

Captains Scott and Nora McNeil were Salvation Army officers for seven year in Massachusetts. Prior to their appointment in Salem, Massachusetts they have served as Corps Officers in Lawrence, Massachusetts as well. Both Scott and Nora McNeil graduated from The Salvation Army College for Officers Training in Suffern, New York and were ordained and commissioned to lifelong service in The Salvation Army.

Captain Scott McNeil is the person responsible for the full operation of the Carey House Shelter in Laconia New Hampshire.

[REDACTED]
[REDACTED] 98
[REDACTED] 0794
[REDACTED]
Lisa Carroll

Qualifications • Excellent interpersonal communication skills

- Strong team orientation
- Superb organizational skills
- Knowledge of Microsoft Word, Excel, QuickBooks.
- Experience with drafting Deeds, Wills, Legal Briefs, Trial Notebook, complaints and many other legal documents.
- Keen time management skills
- Notary Public

2007-2008 – Manpower/United Technologies Corporation/Otis Elevator
Service Administrator

- Sales Transmittal Processing
- Management of the Elevator State Inspection Database
- Collections (including collection calls)
- Mail forwarding and Disbursement

2006 - Present Webb Construction
Office Manager

- Handle incoming mail and faxes
- Maintain and update account related information
- Accounts Payable/Accounts Receivable
- Perform, research, and answer customer inquiries
- Handled collection activities for all accounts
- Monthly reconciliation of business accounts

2005 - 2006 Casella Pine Tree Waste
Customer Service/Inside Sales

- Maintain and update account related information
- Quote and sell dumpsters
- Handle incoming mail and faxes
- Perform, research, and answer customer inquiries

2001 – 2005 BBI Waste Industries
Administrative Assistant

- Billing and collection activity for all accounts.
- Assisted with payroll administration
- Operated scale for transfer station.
- Handled all dispatching for job related assignments.
- Accounts Receivables – posted to account.

- Handled all incoming customer inquiries/requests (scheduling, new acct set up, ongoing maintenance of existing customer database).
- Sorted and distributed daily incoming mail.
- Handled daily business deposits.

1998 - 2001 & also 2007 - 2008 Temporary Positions through several agencies
City of Portland

Vital Records Clerk

- Index all Council records and dog licenses.
- Justify fish and game reports.
- Assist the City Clerk on election matters.
- Issue birth/death certificates, fishing/hunting licenses, etc.
- Perform genealogy searches
- Operate a variety of office equipment including computer equipment.

Wright Express

Customer Service Representative

- Perform research and answer customer inquiries.
- Maintain and update account related information.
- Handle incoming mail and faxes.
- Interact with other areas of the company to address customer needs.

Blue Cross and Blue Shield

Claims Processor

- Processed medical claims.
- Perform research and maintain filing.
- Use decision making skills.

1991 – 1998 Fleet Bank of Maine

Proof Encoder

- Proved and encoded tellers' work and customer transactions.
- Answered telephones and took messages.
- Processed Visa and Mastercard payments and ATM transactions.
- Operated facsimile machine and maintained filing system.
- Performed film proof work.
- Researched and corrected customer accounts.
- Trained new employees.
- Participated in team oriented work.

The Salvation Army Eastern Territorial Headquarters
Job Description Format

Job Title: House Supervisor

Classification: non-exempt, \$12/hr 27.5 hours/week Tue-Sat 4pm-9:30pm

Department: Carey House

Position Grade

Date: 8/15/17

Reports To: Carey House Director & Corps Commander

GENERAL PURPOSE OF JOB.

The primary purpose of House supervisor is to ensure the smooth running of the Shelter in the absence of the Director and maintain general upkeep of the building and grounds. Additionally, the House Supervisor will be responsible for a minimum of 6 case files weekly at the discretion of the Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES. .

- Weekly or bi-weekly meetings with assigned residents
- To keep detailed record of all significant interaction with and aide given to each resident
- To answer phones, take messages, print memos and any related tasks required to keep the office running stably and smoothly
- To guard the security of the facility by monitoring who is allowed entrance
- To assist in ensuring that Carey House rules and policies are adhered to. This will include confronting residents who violate policies and putting written warnings in their file
- To fulfill any task which will help the Carey House be a safe, secure, and stable environment for its residents
- To follow any directive given by the Carey House Director and the commanding officer(s) of The Salvation Army's Laconia division
- To maintain an acceptable level of supplies and report to the director when an order needs to be placed
- To maintaining general upkeep of the Shelter and reporting to the Director when issues arise
- To keep the laundry room/basement/closets in order and training resident staff in the same manner
-

SUPERVISORY RESPONSIBILITIES:

Does this job have supervisory responsibilities? Yes No

If yes, how many employees, in total, report to this job (both directly or through a subordinate supervisor?) 3

Please list the job titles: Residential staff

MINIMUM EDUCATION and/or EXPERIENCE. Select the level of education and/or experience needed to successfully accomplish the essential duties of this job. Please keep in mind that the qualifications are meant to be the minimum required for successful job performance. You may also indicate "preferred" qualifications if you feel it is appropriate.

Level 1: Less than high school education; no prior experience or training.

Level 2: High school diploma or general education degree (GED); no prior experience or training.

Level 3: High school diploma or general education degree (GED) and one year of related experience.

Level 4: One year college or technical school and/or one to three years of related experience.

Level 5: Associate's degree (A. A.) or equivalent from two-year college or technical school and two years of related experience; or equivalent combination of education and experience.

Level 6: Bachelor's degree (B. A.) from four-year college or university and three to five years related experience; or equivalent combination of education and experience.

Level 7: Fifth year college or university program certificate and five years related experience; or equivalent combination of education and experience.

Level 8: Master's degree (M. A.) or equivalent and five years related experience; or equivalent combination of education and experience.

___ Level 9: Doctoral degree (Ph. D.) or equivalent and ten years related experience; or equivalent combination of education and experience.

SPECIAL SKILLS, CERTIFICATES, LICENSES, REGISTRATIONS. Good organization skills, good verbal communication, problem solving, multi-tasking, leadership, etc...

PHYSICAL DEMANDS:

How much on-the-job time is spent in the following physical activities? Show the amount of time by checking the appropriate boxes below.

	Amount of Time			
	None	Under 1/3	1/3 To 2/3	Over 2/3
Stand		x		
Walk				x
Sit			x	
Use hands to finger, handle, or feel	x			
Reach with hands and arms		x		
Climb or balance	x			
Stoop, kneel, crouch, or crawl		x		
Talk or hear				x
Taste or smell	x			

Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Amount of Time			
	None	Under 1/3	1/3 To 2/3	Over 2/3
Up to 10 pounds			x	
Up to 25 pounds		x		
Up to 50 pounds	x			
Up to 100 pounds	x			
More than 100 pounds	x			

Does this job have any special vision requirements? ___ Yes x No

If yes, please explain:

Approved by:

Immediate Supervisor's Signature Date

Department Head's Signature Date

Human Resources Signature Date

Acknowledged by:

Employee's Signature Date

Salvation Army - Carey House
CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Scott McNeil	Commanding Officer	\$6,656.00	66.9%	\$3,988.00
Lisa Carol	Centralized Bookkeeper	\$5,502.00	65.9%	\$3,316.00
Kendra Veroff	Shelter Director	\$35,360.00	66.8%	\$21,199.00
Vacant	Shelter Supervisor	\$19,604.00	66.9%	\$11,745.00

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

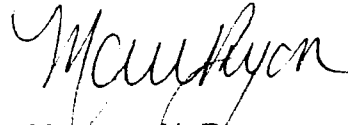
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

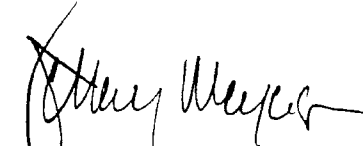
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.

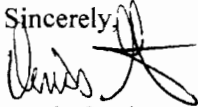


STATE OF NEW HAMPSHIRE
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Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.22

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 177 Union Street, PO Box 326, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2015 (Item#9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$64,083 from \$128,166 to read: \$192,249.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

The Salvation Army

Amendment #1

Contractor Initials:

16-DHHS-OHS-BHHS-02

Page 1 of 3

Date:

[Handwritten Signature]
3/11/17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/17
Date

Mary Ryan
Name: Mary Ryan
Title: Director

The Salvation Army

5/11/2017
Date

Michael J. Southwick
Name: Michael J. Southwick
Title: Secretary

Acknowledgement of Contractor's signature:

State of New York, County of Rockland on May 11, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jennifer Leddy
Signature of Notary Public or Justice of the Peace

Jennifer Leddy, Contract Funding Analyst
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

Jennifer Marie Leddy
Notary Public, State of New York
No: 01LE6344383
Qualified in Rockland County
Commission Expires June 27, 2020

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/24/17
Date

[Signature]
Name: Margaret
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$64,083.00
SFY17	not to exceed \$64,083.00
SFY18	not to exceed \$64,083.00
July 1, 2015 – June 30, 2018:	not to exceed \$192,249.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services	\$192,249.00
Total program amount	\$192,249.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE**
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

CS
5/11/17



Exhibit B – Amendment #1

- 5.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. **USE OF GRANT FUNDS**
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. **Conformance to 2 CFR Part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM**
- 7.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

MS
5/11/17



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

40 9

10/15 #9

August 5, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals through the State Grant-in-Aid Funds program, in an amount not to exceed \$359,364, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061	\$231,198
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246	\$128,166

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$179,682
2017	102-500731	Contracts for Program Services	\$179,682
			\$359,364

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because award decisions were not made until June 9, 2015. Additionally, the selected vendors were delayed in returning executed contract documents in proper form to the Department.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes two (2) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$451,028 of the total \$6,569,941 being funded. Twenty-five (23) of the contracts were previously approved by the Governor and Executive Council approval on the August 26, 2015 and two (2) contracts are anticipated to be scheduled for Governor and Executive Council approval on the September 16, 2015 meeting.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

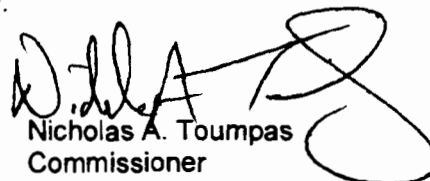
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

**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)**

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

RFP Name

RFP Number

Reviewer Names

1.	Program Planning and Review Specialist
2.	Melissa Hatfield, Program Specialist IV
3.	Julia Lane, Program Specialist III
4.	Business Administrator IV
5.	Program Planning and Review Specialist

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1 Bridge House (C)		206	180
2 CAP Belnap-Merrimack, Inc. (I)		206	137
3 Child and Family Services (I)		206	196
4 Community Action Partnership of Stafford County (I)		206	161
5 Concord Coalition to end Homelessness (I)		206	177
6 Cross Roads House, Inc. (C)		206	198
7 Families in Transition (Emergency Shelter)		206	190
8 Families in Transition (Transitional Shelter)		206	191
9 Families in Transition		206	186
10 Families in Transition		206	188
11 Family Promise of Greater Nashua at Anne Marie House		206	90
12 Friend's Emergency Housing Program		206	162
13 Harbor Homes, Inc.		206	190
14 The Front Door, Inc.		206	109
15 Helping Hand's Outreach and Ministries		206	180
16 Laconia Area Community Land Trust		206	183
17 Marguerite's Place, Inc.		206	163
18 Merrimack Valley Assistance Program		206	110
19 My Friend's Place		206	167
20 Nashua Soup Kitchen and Shelter, Inc.		206	165
21 New Horizons		206	158
22 NH Coalition Against Domestic and Sexual Violence		206	174
23 NH Legal Assistance		206	175
24 Southern NH Services, Inc.		206	164
25 Southwestern Community Services, Inc.		206	181
26 The Front Door Agency, Inc.		206	177
27 The Salvation Army Carey House Homeless Shelter		206	139
28 The Salvation Army McKenna House		206	168
29 The Way Home		206	171
30 Tri-County Community Action Program, Inc.		206	162
31 Veteran's Inc.		206	180
32 The Way Home		206	196
33 Child and Family Services		206	190
34 Tri-County CAP - Prevention		206	109
35 Southwestern Comm Svcs		206	182
36 Headrest, Inc.		206	78
37 Bridge House (C)		206	180
38 Cross Roads House, Inc. (C)		206	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.


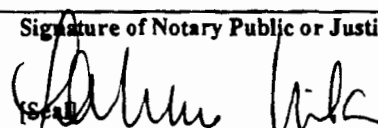
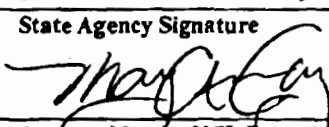
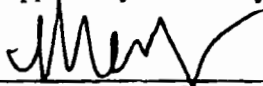
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Salvation Army		1.4 Contractor Address 177 Union Street PO Box 326 Laconia NH 03246	
1.5 Contractor Phone Number 603-524-1834 Ext. 12	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$128,166
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard D. Allen, Assistant Secretary - Legal	
1.13 Acknowledgement: State of <u>NY</u> , County of <u>Rockland</u> On <u>6/26/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Tahniah Wilson, Notary Public State of New York, No. 01W16213088 Qualified in Rockland County, Commission Expires November 2, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York Attorney On: 9/13/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date: 06/26/2015

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

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Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

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Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$64,083.00
SFY17 not to exceed \$64,083.00

July 1, 2015 – June 30, 2017: not to exceed \$128,166.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention & Emergency Shelter Services \$128,166.00

Total program amount \$128,166.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$500,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
- 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

06/26/2015

Date

Name: Richard D. Allen

Title: Assistant Secretary - Legal

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Handwritten initials in black ink, appearing to be 'JW' or similar, written over a rectangular box.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Handwritten initials in black ink, possibly "AR", enclosed in a rectangular box.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State

 Signature of Authorized Representative
Mary Ann Conway
 Name of Authorized Representative
Associate Counselor
 Title of Authorized Representative
6/14/15
 Date

The Salvation Army
 Name of the Contractor

 Signature of Authorized Representative
Richard D. Allen
 Name of Authorized Representative
 Assistant Secretary - Legal
 Title of Authorized Representative
06/26/2015
 Date

Contractor Initials RA



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 062517941
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

AD



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th day of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 58 Clinton Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$101,191 from \$303,573 to read: \$404,764.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: Christie Tappan
Title: Associate Commissioner

The Salvation Army

1/24/2018
Date

Michael Southwick
Name: Michael J. Southwick
Title: Secretary

Acknowledgement of Contractor's signature:

State of NEW YORK, County of ROCKLAND on 1/24/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jennifer Leddy Contract Analyst
Name and Title of Notary or Justice of the Peace

My Commission Expires: *Jennifer Leddy*
Jennifer Marie Leddy
Notary Public, State of New York
No: 01LE6344383
Qualified in Rockland County
Commission Expires June 27, 2020



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/16
Date

[Signature]
Name:
Title: Mean A. Apple
Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$101,191.00
SFY17	not to exceed \$101,191.00
SFY18	not to exceed \$101,191.00
SFY19	not to exceed \$101,191.00
July 1, 2015 – June 30, 2019: not to exceed \$404,764.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$404,764.00
Total program amount	\$404,764.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Salvation Army McKenna House

Budget Request for: State Grant-In-Aid Funds

Budget Period: July 1, 2018-June 30, 2019 (SFY 2019)

Line Item	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Proposed	Final	Proposed	Final	Proposed	Final	Proposed	Final	Proposed	Final	Proposed	Final
1. Total Salary/Wages	\$ 106,300.00	\$ -	\$ 106,300.00	\$ -	\$ 61,300.00	\$ -	\$ 61,300.00	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -
2. Employee Benefits	\$ 26,660.00	\$ -	\$ 26,660.00	\$ -	\$ 16,660.00	\$ -	\$ 16,660.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
3. Consultants	\$ 5,150.00	\$ -	\$ 5,150.00	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 16,480.00	\$ -	\$ 16,480.00	\$ -	\$ 10,480.00	\$ -	\$ 10,480.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
Purchase/Depreciation	\$ 6,180.00	\$ -	\$ 6,180.00	\$ -	\$ 4,680.00	\$ -	\$ 4,680.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,545.00	\$ -	\$ 1,545.00	\$ -	\$ 795.00	\$ -	\$ 795.00	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 2,060.00	\$ -	\$ 2,060.00	\$ -	\$ 2,060.00	\$ -	\$ 2,060.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,060.00	\$ -	\$ 2,060.00	\$ -	\$ 1,560.00	\$ -	\$ 1,560.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -
6. Travel	\$ 515.00	\$ -	\$ 515.00	\$ -	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -
7. Occupancy	\$ 46,200.00	\$ -	\$ 46,200.00	\$ -	\$ 24,800.00	\$ -	\$ 24,800.00	\$ -	\$ 21,400.00	\$ -	\$ 21,400.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,181.00	\$ -	\$ 3,181.00	\$ -	\$ 2,090.00	\$ -	\$ 2,090.00	\$ -	\$ 1,081.00	\$ -	\$ 1,081.00	\$ -
Postage	\$ 1,030.00	\$ -	\$ 1,030.00	\$ -	\$ 530.00	\$ -	\$ 530.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -
Subscriptions	\$ 515.00	\$ -	\$ 515.00	\$ -	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,190.00	\$ -	\$ 3,190.00	\$ -	\$ 2,090.00	\$ -	\$ 2,090.00	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 515.00	\$ -	\$ 515.00	\$ -	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,030.00	\$ -	\$ 1,030.00	\$ -	\$ 530.00	\$ -	\$ 530.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gifts-in-Kind	\$ 177,160.00	\$ -	\$ 177,160.00	\$ -	\$ 177,160.00	\$ -	\$ 177,160.00	\$ -	\$ -	\$ -	\$ -	\$ -
Support Service	\$ 24,700.00	\$ -	\$ 24,700.00	\$ -	\$ 14,600.00	\$ -	\$ 14,600.00	\$ -	\$ 10,100.00	\$ -	\$ 10,100.00	\$ -
TOTAL	\$ 434,471.00	\$ -	\$ 434,471.00	\$ -	\$ 321,360.00	\$ -	\$ 321,360.00	\$ -	\$ 181,181.00	\$ -	\$ 181,181.00	\$ -

Indirect As A Percent of Direct

0.0%

Contractor Initials MJS
Date 3-27-2018

Contractor Initials MJS
Date 3-27-2018

Mckenna
House

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE SALVATION ARMY is a New York Nonprofit Corporation registered to transact business in New Hampshire on July 19, 1954. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Adolph M. Orlando, Second Assistant Secretary - Property, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Salvation Army
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3-27-2018:
(Date)

RESOLVED: That the Secretary
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/~~she~~ may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of March, 2018.
(Date Amendment Signed)

4. Michael J. Southwick is ~~the~~ duly elected Secretary
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

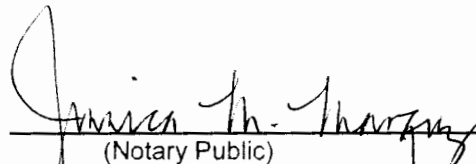

Adolph M. Orlando
(Signature of the Elected Officer)

STATE OF NEW YORK

County of Rockland

The forgoing instrument was acknowledged before me this 27th day of March, 2018,

By Adolph M. Orlando
(Name of Elected Officer of the Agency)


(Notary Public)

(NOTARY SEAL)

Jessica M. Marquez
Notary Public, State of New York
No. 01MA5050641
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires on October 16, 2021

Commission Expires: 10-16-2021



THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS

LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
www.salvationarmy-usaeast.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

CORPORATE RESOLUTION

I, ADOLPH M. ORLANDO, do hereby certify that at a duly authorized meeting of the Board of Trustees of The Salvation Army, a New York Corporation, held on September 8, 2015, at which a quorum of the Trustees were present, it was voted that effective September 1, 2015

Michael J. Southwick, Secretary or Richard D. Allen, Assistant Secretary –Legal

of the Corporation, together or separately, be hereby authorized to execute documents and contracts in the name of and on behalf of said Corporation, and are authorized to affix its Corporate seal thereto; and such execution or obligation in this Corporation's name on its behalf by such Secretary or Assistant Secretary - Legal under seal of the Corporation, shall be valid and binding upon this Corporation.

This authorization includes submission of applications, documents and agreements such as the attached Application for the Shelter Program with the State of New Hampshire for our operations in Concord, NH.

I hereby certify that I am Second Assistant Secretary –Property of The Salvation Army and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

A True Copy; Under Seal of Corporation,

Adolph M. Oriando January 24, 2018
Second Assistant Secretary --Property

Sworn to and subscribed before me this
24th day of January in the year 2018

Jennifer Marie Leddy
Notary Public, State of New York
No: 01LE6344383
Qualified in Rockland County
Commission Expires June 27, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHESTERFIELD INSURANCE AGENCY, INC. P. O. BOX 237 GREEN, OH 44232-0237	CONTACT NAME: DEANNA CIPRIANO	
	PHONE (A/C, No, Ext): (330) 896-7639 X 8123	FAX (A/C, No): 330-896-6548
INSURED THE SALVATION ARMY, A NEW YORK CORP. 440 WEST NYACK ROAD WEST NYACK, NY 10994-1739	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ZURICH AMERICAN INS. CO.	NAIC # 16535
	INSURER B: THE SALVATION ARMY RISK TRUST	
	INSURER C: THE SALVATION ARMY, A NY CORP.	
	INSURER D: AMERICAN ZURICH INS. CO.	40142
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Loc #004 001/1/23/18 Concord REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SELF INSURED RETENTION	01/01/18	01/01/19	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/DP AGG \$ 500,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 8978527-22	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$500,000		TRUST #19578500	01/01/18	01/01/19	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC 8978533-22	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	AUTO LIABILITY EXCESS		SELF INSURED RETENTION	01/01/18	01/01/19	\$400,000 XS OF \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

McKenna House Homeless Shelter

CERTIFICATE HOLDER

State of NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deanna M Cipriano

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Mission Statement

The McKenna House strives to provide a comprehensive program of services designed to help its residents find affordable, permanent housing. Comprehensive case management services help residents learn skills necessary to live independently.

Consolidated Financial Statements Together with
Report of Independent Certified Public Accountants

THE SALVATION ARMY - EASTERN TERRITORY

September 30, 2015 and 2014

THE SALVATION ARMY - EASTERN TERRITORY

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twitter.com/GrantThorntonUS

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
The Salvation Army - Eastern Territory

We have audited the accompanying consolidated financial statements of The Salvation Army - Eastern Territory (the "Eastern Territory"), which comprise the consolidated statements of financial position as of September 30, 2015 and 2014, and the related consolidated 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 consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Salvation Army - Eastern Territory as of September 30, 2015 and 2014, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

New York, New York
February 19, 2016

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Financial Position

As of September 30, 2015, with comparative totals as of September 30, 2014

(in thousands)

ASSETS	Unrestricted			Total	Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment					
Cash and cash equivalents	\$ 26,838	\$ 78,159	\$ -	\$ 104,997	\$ 4,668	\$ 45	\$ 109,710	\$ 110,839
Accounts receivable	22,804	-	-	22,804	-	-	22,804	30,566
Legacies and bequests receivable	-	22,759	-	22,759	1,500	8,543	32,802	26,562
Pledges receivable, net	-	-	-	-	10,217	2,157	12,374	10,912
Inventory	7,182	-	-	7,182	-	-	7,182	7,378
Prepaid expenses and deferred charges	7,715	-	-	7,715	-	-	7,715	7,081
Notes receivable	-	19,717	-	19,717	-	-	19,717	12,663
Investments, at fair value	-	1,666,329	-	1,666,329	288,741	394,058	2,349,128	2,538,672
Assets of trusts administered by the Eastern Territory	-	50,701	-	50,701	32,492	7,432	90,625	103,354
Beneficial interest in trusts held by others	-	-	-	-	25,789	185,357	211,146	223,901
LAND, BUILDINGS AND EQUIPMENT								
Land	-	-	194,286	194,286	-	-	194,286	172,018
Buildings, net of accumulated depreciation of \$662,704 in 2015 and \$623,139 in 2014	-	-	866,694	866,694	-	-	866,694	813,264
Construction in progress	-	-	83,031	83,031	-	-	83,031	142,818
Equipment, net of accumulated depreciation of \$65,002 in 2015 and \$63,347 in 2014	-	-	20,703	20,703	-	-	20,703	18,018
Land, buildings and equipment, net	-	-	1,164,714	1,164,714	-	-	1,164,714	1,146,118
Total assets	\$ 64,539	\$ 1,837,665	\$ 1,164,714	\$ 3,066,918	\$ 363,407	\$ 597,592	\$ 4,027,917	\$ 4,218,046

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position (continued)
As of September 30, 2015, with comparative totals as of September 30, 2014
(in thousands)

LIABILITIES AND NET ASSETS	Unrestricted				Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total				
LIABILITIES								
Accounts payable and accrued expenses	\$ 50,621	\$ -	\$ -	\$ 50,621	\$ -	\$ -	\$ 50,621	\$ 54,495
Liability for split-interest agreements	-	33,481	-	33,481	19,121	5,034	57,636	61,753
Mortgages and notes payable	11,802	427,369	55,181	494,352	-	-	494,352	493,191
Interest rate swaps	-	149,144	-	149,144	-	-	149,144	104,304
Conditional asset retirement obligations	-	-	60,939	60,939	-	-	60,939	59,210
Estimated liability for self-insurance claims	-	64,243	-	64,243	-	-	64,243	63,514
Estimated liability for pension and other postretirement benefits	-	601,653	-	601,653	-	-	601,653	528,216
Other liabilities	13,405	-	-	13,405	-	-	13,405	11,990
Total liabilities	<u>75,828</u>	<u>1,275,890</u>	<u>116,120</u>	<u>1,467,838</u>	<u>19,121</u>	<u>5,034</u>	<u>1,491,993</u>	<u>1,376,673</u>
Commitments and contingencies								
NET ASSETS								
Unrestricted	(11,289)	561,775	1,048,594	1,599,080	-	-	1,599,080	1,866,916
Temporarily restricted	-	-	-	-	344,286	-	344,286	374,213
Permanently restricted	-	-	-	-	-	592,558	592,558	600,244
Total net assets	<u>(11,289)</u>	<u>561,775</u>	<u>1,048,594</u>	<u>1,599,080</u>	<u>344,286</u>	<u>592,558</u>	<u>2,535,924</u>	<u>2,841,373</u>
Total liabilities and net assets	<u>\$ 64,539</u>	<u>\$ 1,837,665</u>	<u>\$ 1,164,714</u>	<u>\$ 3,066,918</u>	<u>\$ 363,407</u>	<u>\$ 597,592</u>	<u>\$ 4,027,917</u>	<u>\$ 4,218,046</u>

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position
As of September 30, 2014
(in thousands)

ASSETS	Unrestricted			Total	Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment				
Cash and cash equivalents	\$ 35,673	\$ 72,282	\$ -	\$ 107,955	\$ 2,884	\$ -	\$ 110,839
Accounts receivable	30,547	19	-	30,566	-	-	30,566
Legacies and bequests receivable	-	19,124	-	19,124	10	7,428	26,562
Pledges receivable, net	-	-	-	-	7,114	3,798	10,912
Inventory	7,378	-	-	7,378	-	-	7,378
Prepaid expenses and deferred charges	7,081	-	-	7,081	-	-	7,081
Notes receivable	-	12,663	-	12,663	-	-	12,663
Investments, at fair value	-	1,829,304	-	1,829,304	322,261	387,107	2,538,672
Assets of trusts administered by the Eastern Territory	-	56,714	-	56,714	37,223	9,417	103,354
Beneficial interest in trusts held by others	-	-	-	-	26,668	197,233	223,901
LAND, BUILDINGS AND EQUIPMENT							
Land	-	-	172,018	172,018	-	-	172,018
Buildings, net of accumulated depreciation of \$623,139	-	-	813,264	813,264	-	-	813,264
Construction in progress	-	-	142,818	142,818	-	-	142,818
Equipment, net of accumulated depreciation of \$63,347	-	-	18,018	18,018	-	-	18,018
Land, buildings and equipment, net	-	-	1,146,118	1,146,118	-	-	1,146,118
Total assets	\$ 80,679	\$ 1,990,106	\$ 1,146,118	\$ 3,216,903	\$ 396,160	\$ 604,983	\$ 4,218,046

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Financial Position (continued)
As of September 30, 2014
(in thousands)

LIABILITIES AND NET ASSETS	Unrestricted			Total	Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment				
LIABILITIES							
Accounts payable and accrued expenses	\$ 44,975	\$ 9,520	\$ -	\$ 54,495	\$ -	\$ -	\$ 54,495
Liability for split-interest agreements	-	35,067	-	35,067	21,947	4,739	61,753
Mortgages and notes payable	19,222	417,514	56,455	493,191	-	-	493,191
Interest rate swaps	-	104,304	-	104,304	-	-	104,304
Conditional asset retirement obligations	-	-	59,210	59,210	-	-	59,210
Estimated liability for self-insurance claims	-	63,514	-	63,514	-	-	63,514
Estimated liability for pension and other postretirement benefits	-	528,216	-	528,216	-	-	528,216
Other liabilities	10,990	-	1,000	11,990	-	-	11,990
Total liabilities	75,187	1,158,135	116,665	1,349,987	21,947	4,739	1,376,673
Commitments and contingencies							
NET ASSETS							
Unrestricted	5,492	831,971	1,029,453	1,866,916	-	-	1,866,916
Temporarily restricted	-	-	-	-	374,213	-	374,213
Permanently restricted	-	-	-	-	-	600,244	600,244
Total net assets	5,492	831,971	1,029,453	1,866,916	374,213	600,244	2,841,373
Total liabilities and net assets	\$ 80,679	\$ 1,990,106	\$ 1,146,118	\$ 3,216,903	\$ 396,160	\$ 604,983	\$ 4,218,046

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Activities

For the year ended September 30, 2015, with comparative totals for the year ended September 30, 2014
(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total	
	General Operating	Board Designated	Land, Buildings and Equipment					Total
SUPPORT AND REVENUES								
Public support								
Received directly								
Contributions	\$ 159,686	\$ -	\$ -	\$ 159,686	\$ 2,885	\$ 410	\$ 162,981	\$ 162,597
Donations-in-kind and contributed services	116,927	-	360	117,287	-	-	117,287	117,060
Legacies and bequests	-	45,030	-	45,030	7,568	4,415	57,013	73,393
Special events, net	7,381	-	-	7,381	-	-	7,381	6,107
Pledges at present value	-	-	-	-	7,544	-	7,544	8,123
Contributions from split-interest agreements	-	1,487	-	1,487	14,250	3,043	18,780	24,752
Total received directly	283,994	46,517	360	330,871	32,247	7,868	370,986	392,032
Received indirectly								
Allocated by federated fund raising organizations	14,228	-	-	14,228	-	-	14,228	14,987
Total public support	298,222	46,517	360	345,099	32,247	7,868	385,214	407,019
Fees and grants from governmental agencies	100,240	-	1,000	101,240	-	-	101,240	105,596
Other revenues								
Program and service fees	27,416	-	-	27,416	-	-	27,416	28,187
Sales to the public	135,695	-	-	135,695	-	-	135,695	141,175
Investment income								
Dividends and interest, net of fees	169	15,722	-	15,891	2,888	-	18,779	30,538
Realized and unrealized (losses) gains on investments, net	-	(25,988)	-	(25,988)	(6,112)	(270)	(32,370)	216,536
Gain on sale/disposition of land, buildings and equipment	-	-	3,696	3,696	-	-	3,696	30,762
Other	10,216	4,031	564	14,811	-	-	14,811	8,683
Total other revenues	173,496	(6,235)	4,260	171,521	(3,224)	(270)	168,027	455,881
Total support and revenues before net assets released and net transfers	571,958	40,282	5,620	617,860	29,023	7,598	654,481	968,496
Net assets released from restrictions	62,062	-	-	62,062	(62,062)	-	-	-
Net transfers	252,531	(266,052)	13,521	-	-	-	-	-
Total support and revenues	\$ 886,551	\$ (225,770)	\$ 19,141	\$ 679,922	\$ (33,039)	\$ 7,598	\$ 654,481	\$ 968,496

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Activities (continued)

For the year ended September 30, 2015, with comparative totals for the year ended September 30, 2014
(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total	
	General Operating	Board Designated	Land, Buildings and Equipment					Total
EXPENSES								
Program services								
Corps community center services	\$ 262,625	\$ -	\$ -	\$ 262,625	\$ -	\$ -	\$ 262,625	\$ 253,881
Rehabilitation center services	197,349	-	-	197,349	-	-	197,349	190,111
Residential and institutional services	52,236	-	-	52,236	-	-	52,236	49,538
Other social services	202,997	-	-	202,997	-	-	202,997	208,373
Total program services	<u>715,207</u>	<u>-</u>	<u>-</u>	<u>715,207</u>	<u>-</u>	<u>-</u>	<u>715,207</u>	<u>701,903</u>
Supporting services								
Management and general	92,689	-	-	92,689	-	-	92,689	92,118
Fund raising	42,353	-	-	42,353	-	-	42,353	42,089
Total supporting services	<u>135,042</u>	<u>-</u>	<u>-</u>	<u>135,042</u>	<u>-</u>	<u>-</u>	<u>135,042</u>	<u>134,207</u>
Total expenses	<u>850,249</u>	<u>-</u>	<u>-</u>	<u>850,249</u>	<u>-</u>	<u>-</u>	<u>850,249</u>	<u>836,110</u>
(Deficiency) excess of support and revenues								
over expenses	36,302	(225,770)	19,141	(170,327)	(33,039)	7,598	(195,768)	132,386
Change in fair value of interest rate swaps	-	(44,840)	-	(44,840)	-	-	(44,840)	(24,630)
Change in value of split-interest agreements	-	414	-	414	3,112	(15,284)	(11,758)	3,113
Retirement related activity other than net periodic benefit cost	<u>(53,083)</u>	<u>-</u>	<u>-</u>	<u>(53,083)</u>	<u>-</u>	<u>-</u>	<u>(53,083)</u>	<u>(33,206)</u>
Change in net assets	(16,781)	(270,196)	19,141	(267,836)	(29,927)	(7,686)	(305,449)	77,663
Net assets at beginning of year	<u>5,492</u>	<u>831,971</u>	<u>1,029,453</u>	<u>1,866,916</u>	<u>374,213</u>	<u>600,244</u>	<u>2,841,373</u>	<u>2,763,710</u>
Net assets at end of year	<u>\$ (11,289)</u>	<u>\$ 561,775</u>	<u>\$ 1,048,594</u>	<u>\$ 1,599,080</u>	<u>\$ 344,286</u>	<u>\$ 592,558</u>	<u>\$ 2,535,924</u>	<u>\$ 2,841,373</u>

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Activities
For the year ended September 30, 2014
(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment			
SUPPORT AND REVENUES						
Public support						
Received directly						
Contributions	\$ 158,340	\$ -	\$ -	\$ 4,083	\$ 174	\$ 162,597
Donations-in-kind and contributed services	116,802	-	258	-	-	117,060
Legacies and bequests	-	62,628	-	730	10,035	73,393
Special events, net	6,107	-	-	-	-	6,107
Pledges at present value	289	-	-	7,834	-	8,123
Contributions from split-interest agreements	-	1,782	-	17,330	5,640	24,752
Total received directly	<u>281,538</u>	<u>64,410</u>	<u>258</u>	<u>29,977</u>	<u>15,849</u>	<u>392,032</u>
Received indirectly						
Allocated by federated fund raising organizations	14,987	-	-	-	-	14,987
Total public support	<u>296,525</u>	<u>64,410</u>	<u>258</u>	<u>29,977</u>	<u>15,849</u>	<u>407,019</u>
Fees and grants from governmental agencies	99,163	-	6,433	-	-	105,596
Other revenues						
Program and service fees	28,187	-	-	-	-	28,187
Sales to the public	141,175	-	-	-	-	141,175
Investment income						
Dividends and interest, net of fees	-	24,629	-	5,909	-	30,538
Realized and unrealized gains on investments, net	-	152,015	-	63,928	593	216,536
Gain on sale/disposition of land, buildings and equipment	-	-	30,762	-	-	30,762
Other	7,045	1,291	347	-	-	8,683
Total other revenues	<u>176,407</u>	<u>177,935</u>	<u>31,109</u>	<u>69,837</u>	<u>593</u>	<u>455,881</u>
Total support and revenues before net assets released and net transfers	572,095	242,345	37,800	99,814	16,442	968,496
Net assets released from restrictions	55,325	-	-	(55,325)	-	-
Net transfers	198,987	(255,388)	(8,693)	63,549	1,545	-
Total support and revenues	<u>\$ 826,407</u>	<u>\$ (13,043)</u>	<u>\$ 29,107</u>	<u>\$ 108,038</u>	<u>\$ 17,987</u>	<u>\$ 968,496</u>

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Activities (continued)
For the year ended September 30, 2014
(in thousands)

	Unrestricted			Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment			
EXPENSES						
Program services						
Corps community center services	\$ 253,881	\$ -	\$ -	\$ 253,881	\$ -	\$ 253,881
Rehabilitation center services	190,111	-	-	190,111	-	190,111
Residential and institutional services	49,538	-	-	49,538	-	49,538
Other social services	208,373	-	-	208,373	-	208,373
Total program services	701,903	-	-	701,903	-	701,903
Supporting services						
Management and general	92,118	-	-	92,118	-	92,118
Fund raising	42,089	-	-	42,089	-	42,089
Total supporting services	134,207	-	-	134,207	-	134,207
Total expenses	836,110	-	-	836,110	-	836,110
Excess (deficiency) of support and revenues						
over expenses	(9,703)	(13,043)	29,107	6,361	108,038	132,386
Change in fair value of interest rate swaps	-	(24,630)	-	(24,630)	-	(24,630)
Change in value of split-interest agreements	-	(2,102)	-	(2,102)	(1,840)	3,113
Retirement related activity other than net periodic benefit cost	(33,206)	-	-	(33,206)	-	(33,206)
Change in net assets	(42,909)	(39,775)	29,107	(53,577)	106,198	77,663
Net assets at beginning of year	48,401	871,746	1,000,346	1,920,493	268,015	2,763,710
Net assets at end of year	\$ 5,492	\$ 831,971	\$ 1,029,453	\$ 1,866,916	\$ 374,213	\$ 2,841,373

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY

Consolidated Statement of Functional Expenses

For the year ended September 30, 2015, with comparative totals for the year ended September 30, 2014
(in thousands)

	Program Services				Supporting Services			2015 Total	2014 Total	
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fund Raising			Total
Salaries and officer allowances	\$ 84,887	\$ 82,126	\$ 20,142	\$ 45,269	\$ 232,424	\$ 39,442	\$ 13,684	\$ 53,126	\$ 285,550	\$ 272,052
Officer and employee benefits	29,596	24,638	6,647	14,938	75,819	13,016	4,516	17,532	93,351	95,545
Payroll taxes	6,904	10,984	2,194	4,381	24,463	3,744	1,284	5,028	29,491	28,378
Professional fees	8,646	1,629	3,260	3,907	17,442	7,966	6,812	14,778	32,220	33,979
Supplies	11,262	13,009	2,580	5,109	31,960	2,302	811	3,113	35,073	34,407
Telecommunications	3,048	1,298	292	739	5,377	1,354	136	1,490	6,867	6,734
Postage and shipping	881	113	14	181	1,189	414	2,854	3,268	4,457	4,559
Occupancy	58,126	32,992	9,929	12,385	113,432	7,739	1,624	9,363	122,795	117,534
Furnishings and equipment	5,453	3,995	754	1,681	11,883	3,179	156	3,335	15,218	16,156
Printing and publications	2,825	1,290	247	2,039	6,401	3,851	8,371	12,222	18,623	19,140
Travel, meals and transportation	11,265	7,496	684	2,507	21,952	2,235	791	3,026	24,978	27,356
Conferences, meetings and major trips	6,838	397	47	937	8,219	1,263	725	1,988	10,207	7,709
Specific assistance to individuals	2,109	2,049	2,052	88,059	94,269	-	-	-	94,269	95,584
Organization dues	231	19	23	53	326	52	21	73	399	625
Awards and grants	1,638	41	165	3,289	5,133	1,733	72	1,805	6,938	6,922
World services	75	-	-	10,126	10,201	-	-	-	10,201	11,712
Depreciation	27,307	11,797	3,040	6,686	48,830	2,281	275	2,556	51,386	51,414
Other	1,534	3,476	166	711	5,887	2,118	221	2,339	8,226	6,304
Total expenses	\$ 262,625	\$ 197,349	\$ 52,236	\$ 202,997	\$ 715,207	\$ 92,689	\$ 42,353	\$ 135,042	\$ 850,249	\$ 836,110

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statement of Functional Expenses
For the year ended September 30, 2014
(in thousands)

	Program Services					Supporting Services			
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fund Raising	Total	Total
Salaries and officer allowances	\$ 78,149	\$ 77,806	\$ 19,753	\$ 45,228	\$ 220,936	\$ 37,801	\$ 13,315	\$ 51,116	\$ 272,052
Officer and employee benefits	33,892	23,341	6,518	14,925	78,676	12,474	4,395	16,869	95,545
Payroll taxes	6,184	10,601	2,240	4,389	23,414	3,668	1,296	4,964	28,378
Professional fees	7,996	2,329	3,088	3,358	16,771	9,686	7,522	17,208	33,979
Supplies	10,429	13,321	2,534	5,489	31,773	1,889	745	2,634	34,407
Telecommunications	3,019	1,320	289	747	5,375	1,218	141	1,359	6,734
Postage and shipping	967	151	17	334	1,469	441	2,649	3,090	4,559
Occupancy	54,434	32,537	7,649	13,324	107,944	8,533	1,057	9,590	117,534
Furnishings and equipment	5,386	4,203	714	2,348	12,651	3,327	178	3,505	16,156
Printing and publications	2,998	1,089	247	2,378	6,712	3,587	8,841	12,428	19,140
Travel, meals and transportation	12,685	8,188	709	2,718	24,300	2,253	803	3,056	27,356
Conferences, meetings and major trips	5,544	242	43	715	6,544	478	687	1,165	7,709
Specific assistance to individuals	1,900	2,297	2,599	88,788	95,584	-	-	-	95,584
Organization dues	409	24	24	73	530	72	23	95	625
Awards and grants	1,747	13	166	3,023	4,949	1,946	27	1,973	6,922
World services	-	-	-	11,712	11,712	-	-	-	11,712
Depreciation	25,753	12,293	2,912	7,970	48,928	2,213	273	2,486	51,414
Other	2,389	356	36	854	3,635	2,532	137	2,669	6,304
Total expenses	\$ 253,881	\$ 190,111	\$ 49,538	\$ 208,373	\$ 701,903	\$ 92,118	\$ 42,089	\$ 134,207	\$ 836,110

The accompanying notes are an integral part of this consolidated statement.

THE SALVATION ARMY - EASTERN TERRITORY
Consolidated Statements of Cash Flows
For the years ended September 30, 2015 and 2014
(in thousands)

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (305,449)	\$ 77,663
Adjustments to reconcile change in net assets to net cash used in operating activities		
Change in fair value of interest rate swaps	44,840	24,630
Change in minimum liability for pension and other postretirement benefits	53,083	33,206
Depreciation	51,386	51,414
Realized and unrealized losses (gains) on investments	32,370	(216,536)
Change in value of split-interest agreements	11,758	(3,113)
Gain on sale/disposition of land, buildings and equipment	(3,696)	(30,762)
Legacies and bequests restricted for endowment	(4,415)	(10,035)
Contributions restricted for permanent investments and split-interest agreements	(3,453)	(5,814)
Contributions restricted for acquiring and constructing land, building and equipment	(7,544)	(7,834)
Changes in operating assets and liabilities		
Accounts receivable	7,762	(7,948)
Legacies and bequests receivable	(5,825)	(5,396)
Pledges receivable	1,641	922
Inventory	196	709
Prepaid expenses and deferred charges	(634)	351
Split-interest agreements	19,975	(11,417)
Accounts payable and accrued expenses	(533)	18,381
Conditional asset retirement obligations	1,729	1,950
Liability for self-insurance claims	729	7,997
Liability for pension and other postretirement benefits	20,354	19,788
Other liabilities	1,415	(5,295)
Net cash used in operating activities	<u>(84,311)</u>	<u>(67,139)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(469,630)	(411,864)
Increase in notes receivable	(7,054)	(12,663)
Proceeds from sale of investments	626,804	496,733
Proceeds from sale of land, buildings and equipment	9,704	36,478
Purchase of land, buildings and equipment	(79,331)	(101,996)
Net cash provided by investing activities	<u>80,493</u>	<u>6,688</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Legacies and bequests restricted for endowment	4,000	5,284
Contributions restricted for acquiring and constructing land, buildings and equipment	4,441	5,029
Contributions restricted for permanent investments and split-interest agreements	437	211
Payments related to split-interest agreements	(7,350)	(7,974)
Proceeds from mortgages and notes payable	723,382	589,954
Payments on mortgages and notes payable	(722,221)	(553,617)
Net cash provided by financing activities	<u>2,689</u>	<u>38,887</u>
Decrease in cash and cash equivalents	(1,129)	(21,564)
Cash and cash equivalents, beginning of year	<u>110,839</u>	<u>132,403</u>
Cash and cash equivalents, end of year	<u>\$ 109,710</u>	<u>\$ 110,839</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	<u>\$ 19,300</u>	<u>\$ 19,413</u>
Accounts payable for construction projects	<u>\$ 1,333</u>	<u>\$ 4,674</u>

The accompanying notes are an integral part of these consolidated statements.

THE SALVATION ARMY - EASTERN TERRITORY

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

(in thousands)

1. PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its membership includes officers (clergy), soldiers and adherents (laity), members of various activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The accompanying consolidated financial statements include all programs and operations of The Salvation Army - Eastern Territory (the "Eastern Territory") incorporated as The Salvation Army (A New York Corporation), with its corporate headquarters located in West Nyack, New York. The Eastern Territory comprises the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Ohio and Northeast Kentucky, the Commonwealth of Puerto Rico and the U.S. Virgin Islands. The Eastern Territory also consolidates other related entities in which it has an economic interest and control. The centers of operation, which are the divisional headquarters, institutions, corps community centers, service extension units and adult rehabilitation centers, maintain their own standardized financial systems and accounting records under powers of attorney granted by corporate authority, and issue such reports and financial statements as may be called for locally, pertaining to the financial and property resources which they administer. All intercompany accounts and transactions have been eliminated.

The Eastern Territory is an organization exempt from income taxes under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The Eastern Territory operates a variety of programs including corps community centers that provide spiritual, educational and recreational services; homeless and emergency shelters; senior citizens' residences, children's homes and children's day care centers; adult rehabilitation centers and substance abuse centers; emergency disaster services; assistance for the poor, disabled, and retired; jail and hospital visitation; and camping activities.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America ("US GAAP").

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees, all assets, liabilities and activities are accounted for in the following net asset classifications:

Unrestricted Net Assets - not subject to donor-imposed restrictions. Unrestricted net assets may be designated for specific purposes or locations by actions of the Board of Trustees.

Temporarily Restricted Net Assets - subject to donor-imposed stipulations that may be fulfilled by actions of the Eastern Territory to meet the stipulations and/or become unrestricted at the date specified by the donor.

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Notes to Consolidated Financial Statements (continued)
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Permanently Restricted Net Assets - subject to donor-imposed stipulations that they be retained and invested permanently by the Eastern Territory. The donors require the Eastern Territory to use all or part of the investment return on these net assets for specified or unspecified purposes.

Support and revenue are recorded as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or by law. All expenses are reported as decreases in unrestricted net assets. Expirations of temporary restrictions on net assets, that is, the expiration of the donor-imposed stipulated purpose and/or the elapsing of the specified time period, are reported as net assets released from restrictions.

Contributions subject to donor-imposed restrictions are recorded as temporarily restricted support and are reclassified as unrestricted when the donor-imposed restriction has been fulfilled and/or the stipulated time period has elapsed. Contributions with donor-imposed restrictions that are met in the same accounting period are recorded as unrestricted income. Promises to give that are scheduled to be received after the end of the reporting period are shown as increases in temporarily restricted net assets and are released to unrestricted net assets when the purpose and/or time restriction is met. Promises to give subject to donor-imposed stipulations that the corpus be maintained permanently are recognized as increases in permanently restricted net assets. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions to be received after one year are discounted at a credit-adjusted discount rate. Amortization of the discount is recorded as contribution revenue.

During fiscal years 2015 and 2014, the Eastern Territory received notification of certain intentions to give. However, due to their conditional nature, these gifts have not been reflected in the accompanying consolidated financial statements.

Cash and Cash Equivalents

For purposes of these consolidated financial statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to cash and have original maturities of three months or less. At September 30, 2015 and 2014, cash equivalents included \$20,017 and \$20,015, respectively, held in a money market account at a commercial bank as collateral for letters of credit for insurance purposes (see Note 15). Cash and cash equivalents do not include cash held temporarily in the long-term investment portfolio until suitable investments are identified.

Inventory

Inventory for goods purchased for resale is stated at the lower of weighted average cost or market. Inventory for goods donated for resale is based on estimated fair value.

Investments

The Eastern Territorial headquarters has the responsibility for investment activity for all units within the Eastern Territory for unrestricted assets, including board-designated assets; temporarily restricted assets; and permanently restricted assets. The temporarily restricted assets and the permanently restricted asset portfolios are maintained on a pooled "mutual fund" accounting basis, with the total earnings, investment expenses, appreciation and depreciation, whether realized or unrealized, being allocated to each participating account on a pro rata basis.

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Notes to Consolidated Financial Statements (continued)
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Income earned on unrestricted assets is distributed to the constituent accounts on the basis of a stated percentage of the monthly account balances during the year. Amounts so deposited may be withdrawn when required for use by the centers of operation. The excess (deficit) of investment income earned over amounts distributed is reported as unrestricted board-designated income. The Board of Trustees generally designates the use of portions of these excess funds for specified projects for use within the Eastern Territory.

Charitable gift annuities are maintained in a separate portfolio and are invested in accordance with applicable laws for such annuities. The Eastern Territory maintains assets sufficient to meet annuity requirements of various states.

Investment income and net appreciation (depreciation) on investments of donor endowments, whether permanently or temporarily restricted, are reported as follows:

- As increases in permanently restricted net assets if the terms of the gift or the Eastern Territory's interpretation of relevant state law requires that they be added back to the principal of the permanently restricted contributions.
- As increases in temporarily restricted net assets if the terms of the gift or the Eastern Territory's interpretation of relevant state law imposes restrictions on the current use of the investment income or net appreciation (depreciation).

Split-Interest Agreements

Accounting standards require that the following instruments be recorded as income and net assets at the present value of their ultimate Eastern Territory interest:

Trusts Held by a Third Party

Donors have established and funded trusts which are administered by organizations other than the Eastern Territory. Under the terms of these trusts, the Eastern Territory has the irrevocable right to receive all or a portion of the income earned on the trust assets either in perpetuity or for the life of the trust. The Eastern Territory does not control the assets held by outside trusts.

Charitable Remainder Trusts

Donors have established and funded trusts under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, the Eastern Territory receives the assets remaining in the trusts. Trusts are recorded as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts using the 2000 CM mortality table. The discount rates ranged from 4.0% to 10.0% at September 30, 2015 and 2014.

Charitable Gift Annuities

Donors have contributed assets to the Eastern Territory in exchange for a promise by the Eastern Territory to pay a fixed amount or percentage for a specified period of time to the donors or to individuals or organizations designated by the donors. Under the terms of such agreements, the assets received are held by, and the annuity liability is an obligation of, the Eastern Territory. The discount rates ranged from 1.2% to 11.6% at September 30, 2015 and 2014. In fiscal years 2015 and 2014, the assumptions used in

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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the valuation of the annuity liability include mortality data in accordance with the 2000 CM mortality table.

Pooled (Life) Income Funds

The Eastern Territory manages a life income fund. The fund is divided into units, and contributions from many donors are pooled and invested as a group. Donors are assigned a specific number of units based on the proportion of the fair value of their contributions to the total fair value of the pooled income fund on the date of the donor's entry into the pooled fund. The donor is paid the actual income earned on those units until his or her death. Upon the donor's death, the value of these assigned units reverts to the Eastern Territory.

The Eastern Territory recognizes its interest in the assets received as contribution revenue, at the fair value of the assets received net of a discount for future interest based on the life expectancy of the donor, calculated using the 2000 CM mortality table. The discount rates ranged from 2.73% to 11.2% at September 30, 2015 and 2014.

Land, Buildings and Equipment

Land, buildings and equipment are stated at cost or, if donated, at fair market value at date of donation.

Support and Revenue

All items of support and revenue are stated on the accrual basis, including amounts which are receivable under the terms and provisions of cost reimbursement contracts with government units and other third-party payers.

Donations-in-Kind and Contributed Services

Material gifts-in-kind items used in the Eastern Territory's Corps and Unit programs and services (e.g., vehicles, free rent, equipment) and donated goods distributed (e.g., clothing, furniture, food) are recorded as income and expense at the time the items are received or distributed, respectively.

Goods donated for sale in the Eastern Territory's adult rehabilitation centers and thrift stores are recorded as contributions and processed donations-in-kind on the basis of a percentage of sales income determined by historical trend studies.

Contributed land, buildings and equipment are recorded at fair value at the date of donation as unrestricted support and revenue unless the use of such contributed assets is restricted by a donor-imposed restriction. The Eastern Territory does not imply a time restriction to contributions of long lived assets.

Contributed services are reported as contributions at their fair value if such services create or enhance nonfinancial assets, would have been purchased if not provided by contributions, require specialized skills and are provided by individuals possessing such specialized skills.

Expenses

All expenses are stated on the accrual basis and are presented in the accompanying consolidated statements of activities and functional expenses. Certain costs have been allocated among the programs and supporting services benefited.

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Notes to Consolidated Financial Statements (continued)
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Depreciation

The Eastern Territory capitalizes equipment purchased in excess of \$10. Depreciation is provided on buildings, vehicles and equipment at straight-line rates based on estimated service lives. The estimated service lives for buildings and improvements are 20-50 years and 4-20 years for vehicles and equipment. For buildings, a half year of depreciation is charged in the year of acquisition or completion of construction, and in the year of disposition. For vehicles and equipment, a full year of depreciation is charged in the year of acquisition and no depreciation is charged in the year of disposition.

Depreciation is also provided on equipment used in cost-reimbursement programs that provide for reimbursement of depreciation by a third-party payer.

Provision is made for major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board-designated unrestricted net assets.

Concentration of Credit Risk

Financial instruments which potentially subject the Eastern Territory to concentrations of credit risk consist primarily of cash and cash equivalents and investment securities. The Eastern Territory maintains its cash and cash equivalents with large financial institutions. At certain times, the Eastern Territory's cash account balances may exceed federally insured limits. However, the Eastern Territory has not experienced, nor does it anticipate, any losses with respect to such bank balances. The Eastern Territory's investment portfolio is diversified with several investment managers in a variety of asset classes. The Eastern Territory regularly evaluates its depository arrangements and investments, including performance thereof.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*, which supersedes most of the current revenue recognition requirements. The underlying principle is that an entity will recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. The guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. Other major provisions include capitalization of certain contract costs, consideration of time value of money in the transaction price, and allowing estimates of variable consideration to be recognized before contingencies are resolved in certain circumstances. The guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. The guidance is effective for the interim and annual periods on or after December 15, 2017 (early adoption is not permitted). The guidance permits the use of either a retrospective or cumulative effect transition method. The adoption of ASU 2014-09 is not expected to have a material impact on the Eastern Territory's consolidated financial statements.

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FASB Accounting Standards Codification (“ASC”) Topic 820, *Fair Value Measurements*, permits a reporting entity, as a practical expedient, to measure the fair value of certain investments using a net asset value (“NAV”) per share of the investment, or its equivalent. In May 2015, the FASB issued ASU 2015-07, *Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or its Equivalent)*, which removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the NAV per share practical expedient. The amendments in this update are effective for fiscal years beginning after December 15, 2016, however early adoption is permitted. The reporting entity is required upon adoption to apply the amendments retrospectively to all periods presented.

The Eastern Territory early adopted ASU 2015-07 effective October 1, 2014, and has applied the amendments retroactively for all periods presented, as required by the ASU. The adoption of this new guidance by the Eastern Territory only amended disclosure requirements and did not have an impact on the Eastern Territory’s consolidated financial statements for the periods presented.

Reclassification

Certain information in the fiscal 2014 consolidated financial statements has been reclassified to conform to the fiscal 2015 presentation. Specific assistance to individuals expense which was formerly reported as part of other social services, has been allocated amongst all program service expense functions. Such reclassifications did not change total assets, liabilities, revenues, expenses or changes in net assets as reflected on the 2014 consolidated financial statements.

3. PLEDGES RECEIVABLE, NET

Unconditional promises to give, that are expected to be collected within one year, are recorded at net realizable value. Unconditional promises to give, that are expected to be collected in future years, are recorded at the present value of their estimated future cash flows using a credit-adjusted discount rate.

Unconditional promises to give included the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Unconditional promises to give due in:		
Less than one year	\$ 5,161	\$ 5,280
One year to five years	7,305	5,367
Thereafter	<u>1,533</u>	<u>1,525</u>
	13,999	12,172
Discount to present value	(405)	(227)
Allowance for uncollectibles	<u>(1,220)</u>	<u>(1,033)</u>
Net unconditional promises to give	<u>\$ 12,374</u>	<u>\$ 10,912</u>

At September 30, 2015 and 2014, the interest rates used to discount pledges receivable to present value ranged from 0.23% to 3.93%.

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Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
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4. INVESTMENTS

Investments consist of equity and debt securities, federal and state government obligations, mutual funds, certificates of deposit, money market securities, private equity, timber, real estate, hedge funds, commodities, and commingled funds, and are carried at fair value. Investments in marketable securities are stated principally at published market prices. The fair value of other investments, primarily alternative investments, is based upon the most recent information obtained from the fund managers. Earnings on investments, including interest, dividends and realized and unrealized gains and losses, are reported as other revenues on the accompanying consolidated statements of activities.

Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with investments, it is reasonably possible that changes in risk in the near term would materially affect the amounts reported in the consolidated statements of financial position.

Investments, at fair value, consisted of the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Marketable securities:		
Short-term securities	\$ 79,378	\$ 136,891
Corporate bonds and other fixed income securities	147,526	206,332
Federal and state government securities	54,344	131,370
Equity securities	899,340	850,468
Mutual funds	<u>101,016</u>	<u>136,256</u>
Total marketable securities	<u>1,281,604</u>	<u>1,461,317</u>
Alternative investments:		
Private equity	86,548	89,041
Timber	98,773	98,856
Real estate	114,048	111,442
Hedge funds	411,776	429,135
Commingled funds	330,248	343,514
Commodities	<u>33,800</u>	<u>45,238</u>
Total alternative investments	<u>1,075,193</u>	<u>1,117,226</u>
Receivables for securities sold	57,073	127,211
Liabilities for securities purchased	<u>(64,742)</u>	<u>(167,082)</u>
Total investments, at fair value	<u>\$ 2,349,128</u>	<u>\$ 2,538,672</u>

Investment expenses reducing dividends and interest revenue in the accompanying consolidated statements of activities were \$24,164 and \$17,307 for the years ended September 30, 2015 and 2014, respectively.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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(in thousands)

5. FAIR VALUE MEASUREMENTS

US GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

US GAAP establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This fair value hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy is categorized into three levels based on inputs as follows:

Level 1: Quoted market prices for identical assets or liabilities to which an entity has access at the measurement date.

Level 2: Inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include the following:

- a. Quoted prices for similar assets or liabilities in active markets.
- b. Quoted prices for identical or similar assets in markets that are not active.
- c. Observable inputs other than quoted prices for the asset or liability.
- d. Inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

Level 3: Inputs that are unobservable and significant to the overall fair value measurement of the asset or liability.

Observable inputs reflect the assumptions market participants would use in pricing the asset or liability developed from sources independent of the reporting entity. Unobservable inputs reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The Eastern Territory has segregated all financial assets and liabilities that are measured at fair value on a recurring basis (at least annually), except for those investments and assets of trusts administered by the Eastern Territory measured at fair value using the NAV per share practical expedient, into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2015:

	Level 1	Level 2	Level 3	Net Asset Value**	Total
Assets:					
Marketable securities:					
Short-term securities	\$ 71,755	\$ 7,623	\$ -	\$ -	\$ 79,378
Corporate bonds and other fixed income securities	4,562	142,964	-	-	147,526
Federal and state government securities	23,114	31,230	-	-	54,344
Equity securities	898,710	630	-	-	899,340
Mutual funds	101,016	-	-	-	101,016
Total marketable securities	<u>1,099,157</u>	<u>182,447</u>	<u>-</u>	<u>-</u>	<u>1,281,604</u>
Alternative investments	-	-	13,286	1,061,907	1,075,193
Total investments *	<u>1,099,157</u>	<u>182,447</u>	<u>13,286</u>	<u>1,061,907</u>	<u>2,356,797</u>
Split-interest agreements:					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	1,893	-	-	-	1,893
Equity securities	32	-	-	-	32
Exchange-traded fund	2,136	-	-	-	2,136
Mutual fund	3,579	-	-	-	3,579
Common trust funds	-	-	-	82,985	82,985
Total assets of trusts administered by the Eastern Territory	<u>7,640</u>	<u>-</u>	<u>-</u>	<u>82,985</u>	<u>90,625</u>
Interests in trusts held by others	-	-	211,146	-	211,146
Total split-interest agreements	<u>7,640</u>	<u>-</u>	<u>211,146</u>	<u>82,985</u>	<u>301,771</u>
Total assets	<u>\$ 1,106,797</u>	<u>\$ 182,447</u>	<u>\$ 224,432</u>	<u>\$ 1,144,892</u>	<u>\$ 2,658,568</u>
Liabilities:					
Interest rate swaps	\$ -	\$ 149,144	\$ -	\$ -	\$ 149,144
Total liabilities	<u>\$ -</u>	<u>\$ 149,144</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 149,144</u>

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables and payables.

** In accordance with ASC Subtopic 820-10, investments and assets of trusts administered by the Eastern Territory measured at fair value using NAV per share as a practical expedient have not been categorized in the fair value hierarchy, as permitted by ASU 2015-07.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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(in thousands)

The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2014:

	Level 1	Level 2	Level 3	Net Asset Value**	Total
Assets					
Marketable securities					
Short-term securities	\$ 67,513	\$ 69,378	\$ -	\$ -	\$ 136,891
Corporate bonds and other fixed income securities	5,123	201,209	-	-	206,332
Federal and state government securities	83,603	47,767	-	-	131,370
Equity securities	848,799	1,669	-	-	850,468
Mutual funds	136,256	-	-	-	136,256
Total marketable securities	<u>1,141,294</u>	<u>320,023</u>	<u>-</u>	<u>-</u>	<u>1,461,317</u>
Alternative investments	-	-	12,040	1,105,186	1,117,226
Total investments *	<u>1,141,294</u>	<u>320,023</u>	<u>12,040</u>	<u>1,105,186</u>	<u>2,578,543</u>
Split-interest agreements					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	1,171	-	-	-	1,171
Equity securities	35	-	-	-	35
Exchange-traded fund	2,336	-	-	-	2,336
Mutual fund	3,955	-	-	-	3,955
Common trust funds	-	-	-	95,857	95,857
Total assets of trusts administered by the Eastern Territory	<u>7,497</u>	<u>-</u>	<u>-</u>	<u>95,857</u>	<u>103,354</u>
Interests in trusts held by others	-	-	223,901	-	223,901
Total split-interest agreements	<u>7,497</u>	<u>-</u>	<u>223,901</u>	<u>95,857</u>	<u>327,255</u>
Total assets	<u>\$ 1,148,791</u>	<u>\$ 320,023</u>	<u>\$ 235,941</u>	<u>\$ 1,201,043</u>	<u>\$ 2,905,798</u>
Liabilities:					
Interest rate swaps	\$ -	\$ 104,304	\$ -	\$ 104,304	\$ 104,304
Total liabilities	<u>\$ -</u>	<u>\$ 104,304</u>	<u>\$ -</u>	<u>\$ 104,304</u>	<u>\$ 104,304</u>

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables and payables.

** In accordance with ASC Subtopic 820-10, investments and assets of trusts administered by the Eastern Territory measured at fair value using NAV per share as a practical expedient have not been categorized in the fair value hierarchy, as permitted by ASU 2015-07.

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(in thousands)

The following are rollforwards of Level 3 financial assets for the years ended September 30, 2015 and 2014:

	<u>Beginning Balance as of October 1, 2014</u>	<u>Purchases/ Additions</u>	<u>Sales/ Distributions</u>	<u>Net Realized and Unrealized Gains (Losses)</u>	<u>Transfers In (Out) (a)</u>	<u>Ending Balance as of September 30, 2015</u>
Real estate alternative investment	\$ 12,040	\$ -	\$ -	\$ 1,246	\$ -	\$ 13,286
Interests in trusts held by others	223,901	16,986	(18,272)	(11,469)	-	211,146
	<u>\$ 235,941</u>	<u>\$ 16,986</u>	<u>\$ (18,272)</u>	<u>\$ (10,223)</u>	<u>\$ -</u>	<u>\$ 224,432</u>

	<u>Beginning Balance as of October 1, 2013</u>	<u>Purchases/ Additions</u>	<u>Sales/ Distributions</u>	<u>Net Realized and Unrealized Gains</u>	<u>Transfers In (Out) (a)</u>	<u>Ending Balance as of September 30, 2014</u>
Real estate alternative investment	\$ 10,498	\$ -	\$ -	\$ 1,542	\$ -	\$ 12,040
Interests in trusts held by others	202,296	22,530	(4,509)	3,584	-	223,901
	<u>\$ 212,794</u>	<u>\$ 22,530</u>	<u>\$ (4,509)</u>	<u>\$ 5,126</u>	<u>\$ -</u>	<u>\$ 235,941</u>

(a) The Eastern Territory recognizes transfers between the levels as of the actual date of the event or change in circumstances that caused the transfer.

Net realized and unrealized gains (losses) in the table above are reflected in the accompanying consolidated statements of activities and included as part of realized and unrealized gains on investments, net, and change in value of split-interest agreements.

The Eastern Territory uses the NAV per share or its equivalent as a practical expedient to determine the fair value of all the underlying investments, which (a) do not have a readily determinable fair value and (b) prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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(in thousands)

The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2015:

		2015						
	Strategy	NAV in Funds	# of Funds	Remaining Life	\$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions	
Private Equity	Venture and buyout in the U.S. and international	\$ 86,548	14	1 - 11 years	\$ 42,055	No Liquidity	N/A	
Real Estate	Real Estate	100,762	7	Six funds 1 - 9 years. One fund N/A	22,114	Quarterly for 1 fund, No liquidity for remaining funds	N/A	
Timber	Holdings of timber producing property	98,773	8	1 - 7 years	-	No Liquidity	N/A	
Commingled Funds	Distressed asset funds & credit strategies	11,138	1	4 years	750	No Liquidity	N/A	
Commingled Funds	Global funds	319,110	6	One fund 2 years. Five funds N/A	17,497	Monthly for 4 funds, Quarterly for 1 fund, remaining fund with no liquidity	3 year lock up for 1 fund	
Commodities	Energy, Metals, Agriculture	33,800	2	One fund 7 years. One fund N/A	7,008	Monthly for 1 fund and 1 fund has no liquidity	N/A	
Hedge Funds	U.S. and Global Long/Short Term Equities	411,776	11	Four funds 5 - 26 years. Seven funds N/A	-	8 funds monthly to triennial, 2 funds pending liquidation, 1 fund no liquidity	Lock up ranges from 2 to 3 years for 2 funds; 5 funds have redemption gates	
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	82,985	8	N/A	-	Daily liquidity	N/A	
	Total	<u>\$ 1,144,892</u>	<u>57</u>		<u>\$ 89,424</u>			

THE SALVATION ARMY - EASTERN TERRITORY
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The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2014:

		2014						
	Strategy	NAV in Funds	# of Funds	Remaining Life	\$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions	
Private Equity	Venture and buyout in the U.S. and international	\$ 89,041	11	1 - 10 years	\$ 32,656	No Liquidity	N/A	
Real Estate	Real Estate	99,402	6	Five funds 1 - 10 years, One fund N/A	19,921	Quarterly for 1 fund, No liquidity for remaining funds	N/A	
Timber	Holdings of timber producing property	98,856	9	2 - 8 years	-	No Liquidity	N/A	
Commingled Funds	Distressed asset funds & credit strategies	15,758	1	5 years	1,500	No Liquidity	N/A	
Commingled Funds	Global funds	327,756	5	One fund 3 years, Four funds N/A	2,672	Monthly for 4 funds, No liquidity for remaining fund	N/A	
Commodities	Energy, Metals, Agriculture	45,238	2	One fund 8 years, One fund N/A	7,304	Monthly for 1 fund and 1 fund has no liquidity	N/A	
Hedge Funds	U.S. and Global Long Short Term Equities	429,135	11	Four funds 6 - 27 years, Seven funds N/A	4,218	9 funds monthly to triennial, 1 fund pending liquidation, 1 fund no liquidity	Lock up ranges from 2 to 3 years for 2 funds; 5 funds have redemption gates	
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	95,857	8	N/A	-	Daily liquidity	N/A	
	Total	<u>\$ 1,201,043</u>	<u>53</u>		<u>\$ 68,271</u>			

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6. PENSION, RETIREMENT AND OTHER POSTRETIREMENT PLANS

Employee Pension Plans

Eligible employees participate in the Employee Pension Plan and Trust Agreement (the "Plan") with other Salvation Army Territories, which provides for death, disability and retirement benefits. The Plan is a defined contribution, money purchase plan.

Annual contributions to the Plan are based on a stipulated 6% of employees' salaries. The Eastern Territory incurred \$10,303 and \$9,981 of expenses under this plan in fiscal years 2015 and 2014, respectively. The Eastern Territory has recorded a liability for contributions accrued under the Plan of \$1,782 and \$1,961 as of September 30, 2015 and 2014, respectively, and are included on the accompanying consolidated statements of financial position as part of liability for pension and other postretirement benefits.

The Eastern Territory has designated assets of \$5,719 and \$6,027 as of September 30, 2015 and 2014, respectively, for an inactive money purchase pension plan for employees whose benefits were frozen as of April 30, 1977. The liability for benefits accrued under this plan of \$5,719 and \$6,027 as of September 30, 2015 and 2014, respectively, are included on the accompanying consolidated statements of financial position as part of liability for pension and other postretirement benefits.

7. OFFICERS' RETIREMENT PROVISIONS AND OTHER POSTRETIREMENT BENEFITS

The Eastern Territory has a retirement provision for officers which provides retirement benefits, as defined by The Salvation Army policy governing such benefits. Retirement allowances are determined based upon active officer allowances and length of service. They are self-funded principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Such designated assets, which were \$44,152 and \$40,602 as of September 30, 2015 and 2014, respectively, are included in unrestricted board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

The Eastern Territory also provides certain healthcare and death benefits for retired Salvation Army officers as part of the retirement provision for officers. All Eastern Territory officers and their eligible dependents are eligible for these benefits, as defined by the Eastern Territory policy. Provisions for these benefits are self-funded in a manner similar to officers' retirement benefits. Such designated assets, which were \$97,512 and \$108,922 as of September 30, 2015 and 2014, respectively, are included in unrestricted board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

US GAAP requires the recognition of an asset or liability for the funded status of defined pension and other post-retirement benefit plans in the statements of financial position of the sponsoring entity. The funded status of a benefit plan is measured as the difference between plan assets at fair value and the benefit obligation. For a defined benefit pension plan, the benefit obligation is the projected benefit obligation ("PBO"). For any other defined benefit post-retirement benefit plan, such as a retiree healthcare plan, the benefit obligation is the accumulated post-retirement benefit obligation. The initial incremental recognition of the funded status for the defined pension and other post-retirement benefit plans, as well as subsequent changes in funded status that are not included in net periodic benefit cost, is reflected in a separate line item within changes in net assets.

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The following tables summarizes the benefit obligations, fair value of plan assets, funded status, and accrued benefit cost of the plans reported on the consolidated statements of financial position at September 30, 2015 and 2014:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Benefit obligation, beginning of year	\$ 236,064	\$ 284,164	\$ 232,785	\$ 234,396
Service cost	6,220	9,929	6,418	7,709
Interest cost	10,015	12,541	10,642	10,854
Plan amendments	-	-	-	-
Assumption changes	14,234	36,903	(2,659)	40,133
Actuarial loss (gain)	1,630	4,910	1,354	(942)
Benefit payments	(13,334)	(9,124)	(12,476)	(7,986)
Benefit obligation, end of year	<u>\$ 254,829</u>	<u>\$ 339,323</u>	<u>\$ 236,064</u>	<u>\$ 284,164</u>
Fair value of plan assets at September 30	\$ -	\$ -	\$ -	\$ -
Funded status at September 30	<u>\$ (254,829)</u>	<u>\$ (339,323)</u>	<u>\$ (236,064)</u>	<u>\$ (284,164)</u>
Accrued benefit cost	\$ 238,476	\$ 264,398	\$ 221,732	\$ 250,733

The amount of contributions and benefit payments from the plans for the years ended September 30, 2015 and 2014 were:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Employer contributions	\$ 13,334	\$ 9,124	\$ 12,476	\$ 7,986
Participant contributions	-	-	-	-
Benefit payments	<u>\$ 13,334</u>	<u>\$ 9,124</u>	<u>\$ 12,476</u>	<u>\$ 7,986</u>

The following table provides the components of the net periodic benefit cost recognized as expense for the years ended September 30, 2015 and 2014:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Service cost	\$ 6,220	\$ 9,929	\$ 6,418	\$ 7,709
Interest cost	10,015	12,541	10,642	10,854
Amortization of unrecognized:				
Prior service cost	1,378	54	1,380	54
Net actuarial loss	2,897	265	3,244	-
Net periodic benefit cost	<u>\$ 20,510</u>	<u>\$ 22,789</u>	<u>\$ 21,684</u>	<u>\$ 18,617</u>

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For the years ended September 30, 2015 and 2014, the change in estimated additional minimum liability for retirement and other post-retirement benefits consisted of:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Net actuarial loss (gain)	\$ 15,863	\$ 41,813	\$ (1,306)	\$ 39,190
Prior service cost	-	-	-	-
Amortization of net actuarial loss	(2,897)	(265)	(3,244)	-
Amortization of prior service cost	(1,377)	(54)	(1,380)	(54)
	<u>\$ 11,589</u>	<u>\$ 41,494</u>	<u>\$ (5,930)</u>	<u>\$ 39,136</u>

Items not yet recognized as a component of net periodic benefit cost as of September 30, 2015 and 2014 consisted of:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Unrecognized actuarial loss	\$ 75,451	\$ 73,518	\$ 62,484	\$ 31,970
Unrecognized prior service cost	5,367	1,406	6,745	1,460
	<u>\$ 80,818</u>	<u>\$ 74,924</u>	<u>\$ 69,229</u>	<u>\$ 33,430</u>

The estimated net actuarial loss and prior service cost for the defined benefit pension plan that will be amortized from unrestricted net assets into the net periodic benefit cost during the next fiscal year are \$3,671 and \$1,439, respectively. The estimated net actuarial loss and prior service cost for the post-retirement benefit plan that will be amortized from unrestricted net assets into the net periodic benefit cost during the next fiscal year are \$2,909 and \$175, respectively.

The weighted-average rates used in the measurement of the benefit obligations as of September 30, 2015 and 2014, were as follows:

	2015		2014	
	Retirement Provisions	Other Post-Retirement Benefits	Retirement Provisions	Other Post-Retirement Benefits
Discount rate	4.34 %	4.53 %	4.35 %	4.48 %
Rate of compensation increase	2.50 %	N/A	2.50 %	N/A
Expected rate of return on plan assets	N/A	N/A	N/A	N/A

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Other actuarial assumptions used as of September 30, 2015 and 2014, were as follows:

	<u>2015</u>	<u>2014</u>
Initial healthcare cost trend rate:		
Pre-65	7.44 %	7.25 %
Post-65	9.07 %	6.75 %
Ultimate healthcare cost trend rate:		
Pre-65	4.50 %	5.00 %
Post-65	4.50 %	5.00 %
Year ultimate healthcare cost trend rate is achieved	2025	2023

The weighted-average rates used in the measurement of the net periodic benefit cost for the years ended September 30, 2015 and 2014, were as follows:

	<u>2015</u>		<u>2014</u>	
	<u>2015</u>	<u>Other</u>	<u>Retirement</u>	<u>Other</u>
	<u>Retirement</u>	<u>Post-Retirement</u>	<u>Provisions</u>	<u>Post-Retirement</u>
	<u>Provisions</u>	<u>Benefits</u>	<u>Provisions</u>	<u>Benefits</u>
Discount rate	4.35 %	4.48 %	4.71 %	4.71 %
Rate of compensation increase	2.50 %	N/A	3.50 %	N/A
Expected rate of return on plan assets	N/A	N/A	N/A	N/A

Other actuarial assumptions used for the years ended September 30, 2015 and 2014, were as follows:

	<u>2015</u>	<u>2014</u>
Initial healthcare cost trend rate:		
Pre-65	7.25 %	7.50 %
Post-65	6.75 %	7.00 %
Ultimate healthcare cost trend rate:		
Pre-65	5.00 %	5.00 %
Post-65	5.00 %	5.00 %
Year ultimate healthcare cost trend rate is achieved	2023	2023

For the year ended September 30, 2015, the effect of a 1% change in the healthcare cost trend rate was as follows:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on net periodic benefit cost	\$ 5,784	\$ (4,363)
Effect on accumulated benefit obligation	65,589	(51,240)

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The estimated future benefit payments as of September 30, 2015, were projected to be as follows:

<u>Fiscal Year</u>	<u>Retirement Provisions</u>	<u>Other Post-Retirement Benefits</u>
2016	\$ 12,332	\$ 8,998
2017	12,947	9,699
2018	14,621	10,527
2019	14,195	11,535
2020	14,657	12,450
2021 - 2025	78,454	75,413

Because the plans are unfunded, the fiscal year 2016 estimated future benefit payments also represent the expected contributions to the plans for that year.

8. ESTIMATED LIABILITY FOR SELF-INSURANCE CLAIMS

Officers and employees of the Eastern Territory are provided health benefits under a self-insured program which is administered by a third-party claims administrator. The employee medical plan is funded by employee contributions and annual assessments to all centers of operations.

The Eastern Territory also maintains self-insurance programs for general liability, automobile, workers' compensation, and property coverage. The programs are administered by the Eastern Territory Headquarters and are intended to provide coverage for claims arising in all centers of operations. Funding for these programs is obtained through assessments to all centers of operations for each line of coverage and through earnings on designated assets held to pay claims. Assets designated by the Eastern Territory's Board of Trustees for insurance programs amounted to \$85,034 and \$91,591 at September 30, 2015 and 2014, respectively, and were included in board-designated net assets. The Board may reallocate these assets for other purposes as deemed necessary.

Liabilities for self-insurance claims have been developed based on an actuarial model based on historical claims and industry experience. As of September 30, 2015 and 2014, the actuarially determined liabilities consisted of the following:

<u>2015</u>	<u>Case Reserve</u>	<u>Incurred But Not Reported</u>	<u>Total</u>
Officer and Employee Medical Plan	\$ 241	\$ 9,307	\$ 9,548
General liability, automobile, workers' compensation and property coverage	27,039	27,656	54,695
Total liability for self-insurance claims	<u>\$ 27,280</u>	<u>\$ 36,963</u>	<u>\$ 64,243</u>

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<u>2014</u>	<u>Case Reserve</u>	<u>Incurred But Not Reported</u>	<u>Total</u>
Officer and Employee Medical Plan	\$ 1,275	\$ 10,525	\$ 11,800
General liability, automobile, workers' compensation and property coverage	<u>24,852</u>	<u>26,862</u>	<u>51,714</u>
Total liability for self-insurance claims	<u>\$ 26,127</u>	<u>\$ 37,387</u>	<u>\$ 63,514</u>

Expenses incurred under the self-insurance programs amounted to \$101,061 and \$95,468 during fiscal years 2015 and 2014, respectively.

9. MORTGAGES AND NOTES PAYABLE

Notes Payable

On August 16, 2007, the Eastern Territory issued an offering memorandum for the sale and issuance of up to \$400,000 of Taxable Commercial Paper Notes (the "Notes") for the purpose of real estate acquisitions and facilities construction. The Notes were split into two Series, the Series A Notes and the Series B Notes, and were purchased or the sale arranged by JPMorgan Chase Securities, Inc. ("JPMorgan") and Merrill Lynch & Co. Inc. ("Merrill Lynch"), respectively, the dealers in the transactions. The Series A Notes were sold at a discount with the face amount payable at maturity and the Series B Notes were offered at both a discount and at par with the face amount payable at maturity and both series are interest bearing. The Notes carry maximum maturities of 270 days and may be issued in denominations of \$100 or in integral multiples of \$1 in excess of \$100. The Notes are unsecured general obligations of the Eastern Territory.

On August 22, 2007, \$100,000 of Series A Notes and \$60,000 of Series B Notes were issued. On September 11, 2008, an additional \$35,000 of Series A Notes and \$40,000 of Series B Notes were issued. On October 15, 2009, an additional \$50,000 of Series A Notes was issued. On October 9, 2010, the Eastern Territory issued an additional \$35,000 of Series A Notes and \$25,000 of Series B Notes. Deutsche Bank Trust Company Americas was the issuing and paying agent. On August 13, 2013, U.S. Bank Global Corporate Trust Services became the issuing and paying agent.

On November 29, 2011, the Eastern Territory entered a credit agreement with U.S. Bank for two term loans in accordance with its long-term financing strategy. The first term loan ("Term Loan A") of \$45,000 with a repayment term of 54 months is due and payable in full on December 1, 2019. Proceeds were used to pay down \$45,000 of Series B Notes issued in 2007. The second term loan ("Term Loan B") of \$55,000 with a repayment term of 10 years is due and payable in full on November 29, 2021. The loans bear interest daily at a per annum rate equal to one-month LIBOR plus the applicable margin, which amount to 0.50% and 0.80% for Term Loan A and Term Loan B, respectively. At September 30, 2015 and 2014, the Eastern Territory had a combined principal balance outstanding of \$100,000 for Term Loans A and B. Term Loans A and B are unsecured general obligations of the Eastern Territory. The interest rates on Term Loans A and B were 0.69% and 0.99%, respectively, at September 30, 2015 and 0.65% and 0.95%, respectively, at September 30, 2014.

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On May 24, 2012, the Eastern Territory entered into a credit agreement with TD Bank for a term loan in accordance with its long-term financing strategy. The term loan ("TD Term Loan") of \$100,000 with a repayment term of 10 years is due and payable in full on May 24, 2022. Proceeds were used to retire \$20,000 of Series A Notes issued in 2007 and \$50,000 of Series B Notes issued in 2007 and 2008. On June 5, 2012, \$14,000 of Series B Notes issued in 2008 and 2010 were paid down and not reissued and on July 6, 2012, an additional \$16,000 of Series B Notes issued in 2008 and 2010 were paid down and not reissued. The loan bears interest daily at a per annum rate equal to one-month LIBOR plus an applicable margin of 1.0%. At September 30, 2015 and 2014, the Eastern Territory had a principal balance outstanding of \$100,000. The interest rate on the TD Term Loan was 1.19% and 1.15% at September 30, 2015 and 2014, respectively.

Total interest expense related to the long-term financing strategy for the years ended September 30, 2015 and 2014 was \$19,146 and \$19,054, respectively. Included in this amount are net payments to counterparties related to interest rate swap agreements of \$16,670 and \$16,706 for the years ended September 30, 2015 and 2014, respectively.

As of September 30, 2015 and 2014, the Eastern Territory had a principal balance outstanding of \$199,928, net of discount of \$72 and principal balance of \$199,873, net of discount of \$127, respectively, for Series A Notes. During fiscal years 2015 and 2014, interest rates on the Series A Notes ranged from 0.15% to 0.25% and 0.12% to 0.23%, respectively.

Concurrent with the issuance of the Notes in fiscal years 2007 through 2011, the Eastern Territory entered into a total of six interest rate swap agreements with notional amounts totaling \$345,000 in order to hedge its interest rate risk on the Notes whereby the Eastern Territory agreed to pay a counterparty a fixed rate and the counterparty agreed to pay the Eastern Territory a variable interest rate intended to approximate the variable rate equal to 30-Day LIBOR (0.1930% at September 30, 2015 and 0.1541% at September 30, 2014) on the Eastern Territory's Commercial Paper and Term Loans.

Concurrent with the issuance of Term Loan B, the Eastern Territory has entered into an interest rate swap transaction with U.S. Bank in the notional amount of \$55,000, wherein the Eastern Territory agreed to pay U.S. Bank a fixed rate of interest equal to 2.149% of the notional amount and receive from U.S. Bank an interest payment equal to 30-Day LIBOR (0.1930% at September 30, 2015 and 0.1541% at September 30, 2014). The interest rate swap agreement issued concurrently with the 2007 Series B Notes was maintained to hedge interest rate risk on Term Loan A.

The summary of the Eastern Territory's interest rate swap agreements as of September 30, 2015 and 2014 are as follows:

<u>Counterparty</u>	<u>Notional Amount</u>	<u>Territory Fixed Rate</u>	<u>Expiration</u>	<u>Counterparty Interest Rate</u>
JPMorgan	\$ 100,000	5.615 %	June 1, 2040	30-Day LIBOR
Merrill Lynch	60,000	5.615 %	June 1, 2040	30-Day LIBOR
JPMorgan	40,000	4.576 %	June 1, 2040	30-Day LIBOR
Merrill Lynch	35,000	4.576 %	June 1, 2040	30-Day LIBOR
U.S. Bank	50,000	3.960 %	June 1, 2024	30-Day LIBOR
U.S. Bank	60,000	2.975 %	June 1, 2024	30-Day LIBOR
U.S. Bank	55,000	2.149 %	November 1, 2021	30-Day LIBOR
	<u>\$ 400,000</u>			

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The Eastern Territory accounts for its interest rate swap agreements in accordance with *Accounting for Derivative Instruments and Hedging Activities*. Fair values of interest rate swap agreements are the estimated amounts that the Eastern Territory would have received or paid, including accrued interest, to terminate the agreements on the date of the consolidated statement of financial position. The estimated fair values of the agreements are recorded assets or liabilities within the consolidated statement of financial position. Changes in the estimated fair values are recorded in the consolidated statement of activities.

Amounts included within the consolidated financial statements as of September 30, 2015 and 2014 are as follows:

Counterparty	Fair Value as of September 30, 2015	Fair Value as of September 30, 2014	Consolidated Statement of Financial Position Location	Change in Fair Value for the Year Ended September 30, 2015	Change in Fair Value for the Year Ended September 30, 2014	Consolidated Statement of Activities Location
JPMorgan	\$ 62,298	\$ 46,468		\$ (15,830)	\$ (9,366)	
JPMorgan	17,006	11,038		(5,968)	(5,620)	
Merrill Lynch	37,379	27,881		(9,498)	(3,648)	
Merrill Lynch	14,881	9,658		(5,223)	(3,192)	
U.S. Bank	9,110	6,595		(2,515)	(766)	
U.S. Bank	6,077	2,699		(3,378)	(1,407)	
U.S. Bank	2,393	(35)		(2,428)	(631)	
	<u>\$ 149,144</u>	<u>\$ 104,304</u>	Interest Rate Swaps	<u>\$ (44,840)</u>	<u>\$ (24,630)</u>	Change in fair value of interest rate swaps

The Eastern Territory has a \$100,000 unsecured master line of credit (the "Master LOC") available from Bank of America. At September 30, 2015, the Eastern Territory had \$13,243 outstanding on the Master LOC, of which \$13,107 bears interest at LIBOR plus 0.5% (0.7% at September 30, 2015) and \$136 bears interest at LIBOR plus 0.825% (1.02% at September 30, 2015). At September 30, 2014, the Eastern Territory had \$21,915 on the Master LOC, of which \$18,735 bears interest at LIBOR plus 0.85% (1.01% at September 30, 2014), \$1,066 bears interest at LIBOR plus 1.30% (1.46% at September 30, 2014) and \$2,114 bears interest at LIBOR plus 0.75% (0.91% at September 30, 2014). Amounts drawn down from the Master LOC are payable on or before July 31, 2017.

The terms of the term loans and line of credit agreements contain requirements for maintaining certain financial covenants. The Eastern Territory was compliant with the financial covenants at September 30, 2015 and 2014.

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The Eastern Territory had a note payable outstanding of \$166 and \$187 at September 30, 2015 and 2014, respectively, with an interest rate of 3.25% per annum. Future principal payments due as of September 30, 2015 are as follows:

Fiscal Year

2016	\$	22
2017		23
2018		24
2019		24
2020		25
Thereafter		48
Total	<u>\$</u>	<u>166</u>

Mortgages Payable

United States Department of Housing and Urban Development

The Eastern Territory is obligated under various mortgages payable, which represent liabilities to the United States Department of Housing and Urban Development ("HUD") related to the purchase of land and construction of buildings for senior citizens' residences as well as for transitional and emergency shelter programs.

Funding from HUD has been in the form of mortgage notes and capital advances, some of which bear interest expense and for which repayment is not required as long as the Eastern Territory operates the programs stipulated by HUD. At the end of a 40-year period, the mortgage notes and capital advances payable to HUD are to be forgiven by HUD assuming that terms of the agreement are satisfied. Mortgages payable and capital advances in the amount of \$40,169 (which includes \$3,672 of HUD funds paid by the Eastern Territory to Fifth Third Bank and the Ohio Housing Finance Agency during fiscal 2015 pertaining to amounts outstanding as of September 30, 2014) and \$35,989 as of September 30, 2015 and 2014, respectively, have been included in mortgages and notes payable in the accompanying consolidated statements of financial position. All HUD mortgages and capital advances are collateralized by the related underlying assets.

One HUD mortgage, which requires principal and interest payments, is financed with Red Mortgage Capital, Inc. At September 30, 2015 and 2014, the amounts outstanding were \$5,834 and \$5,899, respectively, with interest payable at 5.4% per annum. The financing is collateralized by the related underlying assets.

Other Mortgages Payable

A mortgage which requires no current principle or interest payment, is financed with the New Jersey Department of Community Affairs. The mortgage is reduced by 20% per year over a five year period and repayment is not required unless The Salvation Army discontinues the related program or sells the underlying assets. At September 30, 2015 and 2014, the amounts outstanding were \$161 and \$201, respectively.

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At September 30, 2015 and 2014, the Eastern Territory had multiple mortgages payable outstanding aggregating \$7,410 and \$7,814, respectively, inclusive of accrued interest payable of \$639 and \$588, respectively, with interest payable at rates varying from 0.00% to 10.00% per annum with maturities through fiscal year 2047. Five of these mortgages with amounts outstanding of \$2,192 do not require current payments of either principal or interest. Principal, accrued interest and current interest will become due in years subsequent to fiscal year 2016. These mortgages are collateralized by the related underlying assets.

Future principal payments due as of September 30, 2015 are as follows:

Fiscal Year

2016	\$	308
2017		319
2018		333
2019		347
2020		317
Thereafter		<u>11,781</u>
Total	\$	<u>13,405</u>

New Markets Tax Credits

The Eastern Territory entered into New Markets Tax Credits transactions for the benefit of the Camden Kroc Center during the years ended September 30, 2015 and 2014. Through these transactions, the Eastern Territory issued leveraged loans receivables of \$7,054 to one investment fund in fiscal 2015 and \$12,663 to two investment funds in fiscal 2014, due in 2045 and 2044, respectively, with interest payments only on the loans until 2022 and 2021, respectively. The loans bear an interest rate of 1% and are unsecured. As of September 30, 2015 and 2014, amounts due to the Eastern Territory totaled \$19,717 and \$12,663, respectively, and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the New Markets Tax Credits transactions, the Eastern Territory obtained loans payable for \$9,800 and \$17,641 for the Camden Kroc Center during the years ended September 30, 2015 and 2014, respectively, maturing in 2045 and 2044, respectively. The loans bear interest rates that range between 0.71% and 1.15%. Interest-only payments are required until maturity upon which time the entire principal balance will become due. As of September 30, 2015 and 2014, amounts payable by the Eastern Territory totaled \$27,441 and \$17,641, respectively, and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

At the closing of each of the respective New Markets Tax Credits transactions, the Eastern Territory and investor executed put and call option agreements that would grant the respective investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (the put) for a predetermined purchase price of approximately \$1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

10. CONDITIONAL ASSET RETIREMENT OBLIGATIONS

The Eastern Territory is required to recognize a conditional asset retirement obligation ("CARO") related to the cost associated with the eventual remediation and abatement of asbestos and other environmental hazards contained within its physical plant. The cost of the abatement was based upon a consultant's estimate which specializes in such abatements. At September 30, 2015 and 2014, the CARO was \$60,939 and \$59,210, respectively. Land, buildings and equipment included capitalized conditional asset retirement obligations at a cost of \$13,185 and accumulated depreciation of \$12,128 and \$11,800 at September 30, 2015 and 2014, respectively. At September 30, 2015 and 2014, the estimated cost of abatement was \$54,800. At September 30, 2015 and 2014, the inflationary rate was 2.52% and the discount rate was 2.92%. For the years ended September 30, 2015 and 2014, the Eastern Territory recorded accretion expense of \$2,232 and \$2,348, respectively. During fiscal years 2015 and 2014, the remediation costs amounted to \$503 and \$398, respectively, and were recorded as a reduction to the CARO.

11. NET ASSET CLASSIFICATIONS

Temporarily restricted net assets are available for the following purposes or future periods at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Character building/social programs	\$ 250,995	\$ 285,919
Split-interest agreements	39,160	41,944
Building/capital purposes	32,987	26,640
Camp and recreational activities	10,927	12,596
Pledges to be paid in future periods	10,217	7,114
	<u>\$ 344,286</u>	<u>\$ 374,213</u>

While the Eastern Territory segregates and spends all donor restricted funds in accordance with donor intent (i.e. restriction), following a review of the Eastern Territory's temporarily restricted net asset funds during fiscal year 2014, specifically the manner in which certain temporarily restricted funds were reflected on the consolidated statement of financial position, the Eastern Territory determined that donor restricted funds totaling \$63,549 were required to be transferred from board designated unrestricted net assets to temporarily restricted net assets.

Permanently restricted net assets as of September 30, 2015 and 2014 are restricted to investments in perpetuity, the income from which is expendable to support the following:

	<u>2015</u>	<u>2014</u>
Character building/social programs	\$ 379,737	\$ 371,849
Split-interest agreements	187,755	201,911
Camp and recreational activities	22,909	22,686
Pledges to be paid in future periods	2,157	3,798
	<u>\$ 592,558</u>	<u>\$ 600,244</u>

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

12. NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes and/or by occurrence of other events specified by the donors for the years ended September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Purpose restriction accomplished:		
Character building/social programs	\$ 39,164	\$ 32,615
Building/capital purposes	<u>3,705</u>	<u>16,318</u>
	42,869	48,933
Time restrictions expired	<u>19,193</u>	<u>6,392</u>
Total net assets released from restrictions	<u>\$ 62,062</u>	<u>\$ 55,325</u>

13. ENDOWMENTS

The Eastern Territory's endowment consists of approximately one thousand eight hundred individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by US GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The New York Prudent Management of Institutional Funds Act ("NYPMIFA"), as enacted by the State of New York, applies to all the institutional funds of the Eastern Territory, unless the donor has specifically directed otherwise. The law updated prior rules regarding investment conduct, expenditure of funds, delegation of management and investment, and release or modification of restrictions. The most significant change made by the law was the elimination of the concept of "historic dollar value" for endowment funds. Under NYPMIFA, a detailed prudence standard governs appropriation from endowment funds, and there is no longer a requirement to maintain historic dollar value.

As a result of this interpretation, the Eastern Territory classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Eastern Territory in a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, the Board of Trustees considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the organization and the donor-restricted endowment fund
- General economic conditions
- The possible effects of inflation and deflation

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

- The expected total return from income and the appreciation of investments
- Other resources of the Eastern Territory
- The investment policies of the Eastern Territory

Spending Policy

The Eastern Territory has a policy of making available for distribution each year 5% of its endowment fund's average fair value over the prior 20 quarters. In establishing this policy, the Eastern Territory considered the long-term expected return on its endowment. Accordingly, over the long-term, the Eastern Territory expects its endowment assets to grow at a pace at least equal to inflation. This is consistent with the Eastern Territory's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

Return Objectives and Risk Parameters

The Eastern Territory has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Eastern Territory must hold in perpetuity or for donor-specified periods as well as board-designated funds. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of appropriate benchmarks without putting the assets at imprudent risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term objectives, the Eastern Territory relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Eastern Territory targets a diverse asset allocation to achieve its long-term return objectives within prudent risk constraints.

The following table summarizes endowment net asset composition by type of fund as of September 30, 2015:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Board designated endowment funds	\$ 233,139	\$ -	\$ -	\$ 233,139
Donor-restricted endowment funds	(145)	246,243	399,096	645,194
Total endowment funds	<u>\$ 232,994</u>	<u>\$ 246,243</u>	<u>\$ 399,096</u>	<u>\$ 878,333</u>

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

The following table summarizes changes in endowment net assets for fiscal year 2015.

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 194,788	\$ 275,284	\$ 391,219	\$ 861,291
Contributions and bequests	-	-	7,877	7,877
Designated by Board	55,094	-	-	55,094
Appropriation of endowment assets for expenditure	(28,973)	(26,676)	-	(55,649)
Interest and dividends	12,085	1,990	-	14,075
Net depreciation (realized and unrealized)	-	(4,355)	-	(4,355)
Endowment net assets, end of year	<u>\$ 232,994</u>	<u>\$ 246,243</u>	<u>\$ 399,096</u>	<u>\$ 878,333</u>

The following table summarizes endowment net asset composition by type of fund as of September 30, 2014:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Board designated endowment funds	\$ 194,857	\$ -	\$ -	\$ 194,857
Donor-restricted endowment funds	(69)	275,284	391,219	666,434
Total endowment funds	<u>\$ 194,788</u>	<u>\$ 275,284</u>	<u>\$ 391,219</u>	<u>\$ 861,291</u>

The following table summarizes changes in endowment net assets for fiscal year 2014:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 207,314	\$ 227,160	\$ 383,283	\$ 817,757
Contributions and bequests	-	-	6,391	6,391
Designated by Board	7,201	-	-	7,201
Transfer to establish endowments	-	-	1,545	1,545
Appropriation of endowment assets for expenditure	(31,051)	(22,818)	-	(53,869)
Interest and dividends	11,324	4,992	-	16,316
Net appreciation (realized and unrealized)	-	65,950	-	65,950
Endowment net assets, end of year	<u>\$ 194,788</u>	<u>\$ 275,284</u>	<u>\$ 391,219</u>	<u>\$ 861,291</u>

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that donors or NYPMIFA requires the Eastern Territory to retain as a fund of perpetual duration. In accordance with US GAAP, deficiencies of this nature that are reported in unrestricted net assets were \$145 and \$69 at September 30, 2015 and 2014, respectively. These deficiencies generally resulted from unfavorable market fluctuations that occurred after the investment of permanently restricted contributions and continued appropriation for certain programs that was deemed permanent by the Board of Trustees.

14. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following methods and assumptions were used to estimate the fair value of certain items appearing on the consolidated statements of financial position for which it is practicable to estimate that value:

Cash and Cash Equivalents

Cash and cash equivalents consist principally of investments in short-term, interest-bearing instruments and are carried at cost plus accrued interest which approximates fair value.

Pledges Receivable

The fair value of pledges receivable, after allowances for uncollectible pledges, is determined by discounting the expected future cash flows by an appropriate rate of return.

Accounts Receivable

The carrying amount reported approximates its fair value.

Note Receivable

The carrying amount reported approximates its fair value.

Notes Payable

Due to the short-term nature of the Eastern Territory's commercial paper, the carrying amount approximates its fair value.

Mortgages and Other Notes Payable

The fair values of mortgages and other notes payable are significantly impacted by the terms of their agreements with HUD, for mortgages payable, and the deferred payment terms, for notes payable. Accordingly, the fair values of these instruments are not readily determinable.

15. COMMITMENTS AND CONTINGENCIES

Letters of Credit

As of September 30, 2015, the Eastern Territory has issued letters of credit totaling \$18,340 to insurance companies under various insurance programs. The Eastern Territory has additional letters of credit in the amount of \$304, relating to its obligation with the New York State Environmental Facilities Development Corporation. These letters of credit are collateralized by the Eastern Territory's cash and cash equivalents and renew automatically each year.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

Limited Partnership Subscription Commitments

At September 30, 2015, the Eastern Territory had commitments to invest \$89,424 over a period of 11 years in various limited partnerships.

Real Estate and Construction Purchase Commitments

The Board of Trustees of the Eastern Territory had future capital commitments of approximately \$48,309 which was unspent as of September 30, 2015.

Leases

At September 30, 2015 and 2014, the Eastern Territory was committed under operating leases, principally for office space. Rent expense was \$10,955 and \$9,361 in fiscal years 2015 and 2014, respectively. Future minimum base rents under terms of noncancelable operating leases were as follows at September 30, 2015:

Fiscal Year

2016	\$	9,025
2017		6,242
2018		4,445
2019		2,240
2020		896
Thereafter		18
Total	\$	<u>22,866</u>

Litigation

The Eastern Territory is a defendant in several lawsuits arising in the normal course of operations. While outside counsel cannot predict the outcome of such litigation, management does not expect the outcome to have a material effect on the consolidated financial position, changes in net assets and cash flows of the Eastern Territory.

16. RELATED PARTY TRANSACTIONS

For fiscal years 2015 and 2014, the Eastern Territory made payments for administrative services to The Salvation Army National Headquarters of \$1,585 and \$1,447, respectively. In addition, for fiscal years 2015 and 2014, the Eastern Territory made payments to The Salvation Army International Headquarters of \$5,102 and \$4,839, respectively, for World Services and \$4,806 and \$9,628, respectively, for other mission grants and administrative services. The Eastern Territory also made a \$2,500 payment in fiscal 2015 to The Salvation Army International Headquarters for the International Pension fund.

17. ACCOUNTING FOR INCOME TAXES

Accounting for uncertainty in income taxes requires that a tax position be recognized or derecognized based on a "more likely than not" threshold. This applies to positions taken or expected to be taken in a tax return. The Eastern Territory has evaluated its tax positions and concluded that it does not have any uncertain tax positions that require recognition as of and for the years ended September 30, 2015 and 2014.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
September 30, 2015 and 2014
(in thousands)

The tax years ended September 30, 2012, 2013, 2014 and 2015 are still open to audit for both federal and state purposes. There have been no material changes in unrecognized benefits as of September 30, 2015 and 2014, nor are any material changes anticipated in the twelve months following September 30, 2015.

18. SUBSEQUENT EVENTS

The Eastern Territory evaluated its September 30, 2015 consolidated financial statements for subsequent events through February 19, 2016, the date the consolidated financial statements were issued. Except as disclosed below, the Eastern Territory is not aware of any subsequent events which would require recognition or disclosure in the accompanying consolidated financial statements.

On October 16, 2015, the Eastern Territory closed on the sale of property for \$108,750, with a net book value of \$1,346, in exchange for cash proceeds of \$70,000 and a purchase money mortgage note of \$38,750. The principal amount is due on its maturity date of December 31, 2050, unless terminated earlier upon agreement of both parties to certain terms and conditions. Interest is payable monthly at 6% per annum. The Eastern Territory simultaneously entered into a long-term lease for the premises, expiring no later than October 15, 2045, with an annual base rent of \$2,325, subject to the same termination conditions included in the purchase money mortgage.

On December 29, 2015, the Eastern Territory entered into a New Markets Tax Credits transaction for the benefit of the Greater Cleveland Area Services ("GCAS"). Through this transaction, the Eastern Territory issued a leveraged loan receivable for approximately \$11,508 to an investment fund due in 2045. The loan bears an interest rate of 1.15%. Interest-only payments are required until 2022 and the loan is unsecured. In connection with the above transaction, the Eastern Territory obtained loans payable of \$17,435 for the GCAS. The loans bear an interest rate of 1%. Interest-only payments are required until maturity in 2045.

At the closing, the Eastern Territory and investor executed put and call option agreements that would grant the investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (the put) for a predetermined purchase price of approximately \$1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

On February 17, 2016, the Eastern Territory issued a Supplement to the Offering Memorandum dated April 16, 2015 (the "Supplement"). As set forth in the Supplement, the Eastern Territory will reduce the principal amount of the Series 2007A Notes (see Note 9) to \$100,000, and will issue a new series of commercial paper notes in an amount up to \$100,000, which shall be denoted as Taxable Commercial Paper Notes, Series 2016A. J.P. Morgan Securities LLC, the dealer with respect to the 2007A Notes, will also act as dealer with respect to the Series 2016A Notes. JPMorgan Chase Bank, N.A. has agreed to provide \$100,000 of liquidity for the payment of maturing principal of the Series 2016A Notes pursuant to the terms of a Revolving Loan Agreement. U.S. Bank National Association is the issuing and paying agent.

THE SALVATION ARMY
a New York Corporation
FEIN 13-5562351
DUNS 06-2517941

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-1739
T 845-620-7200 F 845-620-7615

Listing of Corporate Trustees and Officers

<u>NAME/EMPLOYMENT</u>	<u>TITLE</u>	<u>HOME ADDRESS</u>
David E. Hudson	Chairman Trustee	
William A. Bamford III	President, Trustee	
Kenneth O. Johnson, Jr.	Vice President, Trustee	
Donald W. Lance	Treasurer, Trustee	
D. Sue Foley	First Assistant Treasurer Trustee	
Michael J. Southwick	Secretary	
Richard D. Allen	Assistant Secretary – Legal	
Thomas O. Henson	Second Assistant Treasurer	
Jorge E. Diaz	Assistant Secretary – Property	
Adolph M. Orlando	Second Assistant Secretary –Property	
Michelle L. Dressler	Assistant Secretary – Finance	
Richard J. Munn	Trustee	
James P. LaBossiere	Trustee	
Ruth Stoneburner	Trustee	
G. Lorraine Bamford	Trustee	
Paula S. Johnson	Trustee	

As of 1 September 2017
(EXADPL)

Jenny Connor-Belcourt, CRSW

Education

New Hampshire Technical Institute

Associate of Science – Addiction Counseling – 2010

Fullerton College, CA

Environmental Science - 1981

Occupational Licenses and Certificates

Certified Recovery Support Worker (No.0001) State of New Hampshire

Notary Public for the State of New Hampshire

New Hampshire Commercial Driver's License

Clerical Certificate

Professional Experience

The Salvation Army McKenna House - 2012 to present

Shelter Director - June 2016 to present

- Program Development, Facilities Management, Fundraising, Staff Supervision, Fiscal Management & Planning, Community Relations, Development & Implementation of Procedures

Case Manager/Recovery Support Worker – October 2012 to June 2016

- Bio/psycho/social assessments, develop rapport, work with residents to develop a case management plan toward gaining independence and transition into permanent housing, referrals, follow-up, maintaining updated records, group facilitator
- Work closely with Shelter Director and Shelter Supervisor to review case management plans of residents, team discussion of matters affecting the shelter overall (residents, building, policies, programs, etc.)

Phoenix House of New England – 2009 to 2012

Counselor/Director of IDIP

- Direct care to clients in residential treatment, facilitated educational and counseling groups, supervision of second shift staff
- Developed IDIP educational program with Phoenix House Franklin Center Director to comply with NH rules and statutes

Contoocook Covered Bridge Restaurant – 2003 to 2009

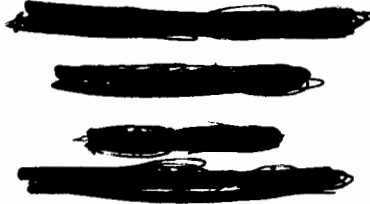
Front Manager

- Responsible for customer service, supervision of wait staff, scheduling, supplies, till

Other Activities

- Mission Board Member, First Church of Hopkinton
- Narcan Administration
- Regularly attend trainings to maintain CRSW, and those pertinent to homelessness and housing

Elizabeth Crabtree



Education:

- LNA - White Mountain Community College
- NHTI Concord's Community College 2015-Present
- Current GPA 3.89

Coursework:

- | | |
|------------------------------|----------------------------|
| • Sociology | English Composition |
| • Computer (PC) Applications | College Algebra / Math 120 |
| • Communicating Mindfully | History 1748 to present |
| • Human Services | Psychology |

Trainings and Workshops:

- Bridges over Poverty

Experience:

February 2017 – Present Front Desk Staff The Salvation Army McKenna House

- Data Entry
- Complete screening and intakes with new clients
- Complete documentation for all clients entering the program
- Build/carry reports with clients
- Handles Multiple phone systems /Answer phones

2015-2016 Case Manager Outreach Volunteer Assentria Care Alliance

- Outreach and in-home visits with refugee and multicultural populations
- Completed case management, action plans, and case notes for clients

2014-2015 Volunteer Non-Profit Organization Open Hands

- Received/organized donations
- Prepared meeting rooms
- Interacted with clients with multicultural ethnicities
- Interacted and assisted with poverty
- Community Outreach networking

2012-2013 Front Desk Volunteer Granite State Independent Living

- Answered phones
- Provided customer service with elderly
- Used Microsoft Office
- Completed filing and documentation

THOMAS RYAN



OBJECTIVE

—
To proceed to the next step at my job, which would be Case Management

SKILLS

—
I feel I am good at relating to people, I try to understand their needs and concerns. When asked to perform a job, I try to the best of my ability to complete it.

EXPERIENCE

HOUSE SUPERVISOR/ MCKENNA HOUSE

8-1-15 –To Present

Overseeing 5 other staff members to help keep the house safe. Performed resident intakes, breathalyze, and U/A residents when needed. Assigned and made sure every resident had a daily chore. Assigned staff weekly work schedule. Distribute Medications to Residents, also discharging clients if need so. Checking in new meds as well as refills. Performed repairs around the house as needed

STAFF/ MCKENNA

2-16-15 to 8-1-15

Answered phones, client pre-intakes. Breathalyze, distribute meds, keep house safe.

Self -Employed painter

1-1-01 to 1-1-13

Paint Interior-Exterior Homes, hired crew when needed, billing, estimates, advertising

EDUCATION

ATTENDING SCHOOL AT NHTI

8-1-17 TO PRESENT

MEMORIAL HIGH SCHOOL

1972-1976

GENERAL STUDIES

RECEIVED AWARD IN BASEBALL

School

VOLUNTEER EXPERIENCE OR LEADERSHIP

Managed Little League Baseball, coached men's softball, also has volunteered for the Alzheimer's walks.

Richard O Artz



Education

University of Central Florida

Bachelor's Degree in Business Administration – 1982

Occupational Licenses & Certificates

Narcotics Administration

Nonviolent Crisis Intervention

Professional Experience

The Salvation Army McKenna House - April 2016 to present

SCSEP and Residential Staff Volunteer - Front Desk

Shelter reception, manage all incoming phone calls and messages, complete forms for NH-HMIS Coordinated Entry, schedule and complete intakes of new clients, maintain daily reports and logs, develop rapport with clients, oversee client program compliance, effective and timely communication with professional staff of any arising issues or concerns

City Cab of Orlando – February 1997 to September 2012

Taxi Cab Driver

Tiffany Furniture – 1989 to December 1996

Warehouse Supervisor

Ability Summary

I am a quick learner, diligent, punctual, conscientious, and reliable. I have the ability to communicate to diverse groups of people. My experience includes retail, customer service, seven years in a supervisory position in production and warehouse, and almost two years as front office staff for a 42 bed homeless shelter. I am also familiar with data entry and internet navigation.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jenny Conor-Belcourt	Shelter Director	44,300	50%	22,150
Elizabeth Crabtree	Full Time Case Manager	24,960	50%	12,480
Thomas Ryan	Part Time Case Manager	17,400	50%	8,700
Rich Artz	House Supervisor	12,000	50%	6,000

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

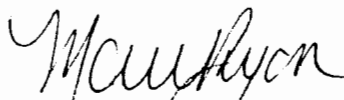
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

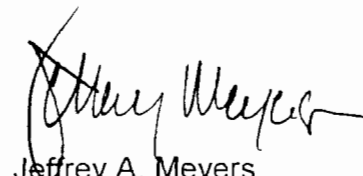
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

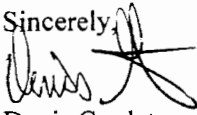
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.23

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 58 Clinton Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6 to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$101,191 from \$202,382 to read: \$303,573.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10 to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

JS
5/11/17



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/11/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

The Salvation Army

5/11/2017
Date

Michael J. Southwick
Name: Michael J. Southwick
Title: Secretary

Acknowledgement of Contractor's signature:

State of NEW YORK, County of Rockland on May 11, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jennifer Leddy
Signature of Notary Public or Justice of the Peace

Jennifer Leddy, Contract Funding Analyst
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

Jennifer Marie Leddy
Notary Public, State of New York
No: 01LE6344383
Qualified in Rockland County
Commission Expires June 27, 2020

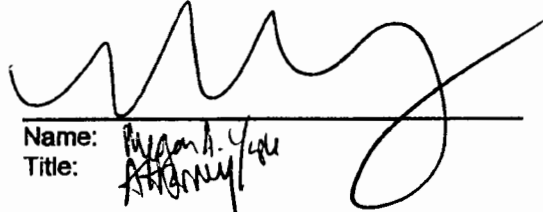
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/26/17


Name: William A. Yule
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$101,191.00
SFY17	not to exceed \$101,191.00
SFY18	not to exceed \$101,191.00
July 1, 2015 – June 30, 2018:	not to exceed \$303,573.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$303,573.00
Total program amount	\$303,573.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

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5/11/17



Exhibit B – Amendment #1

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-In-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-In-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-In-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

5/11/17



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

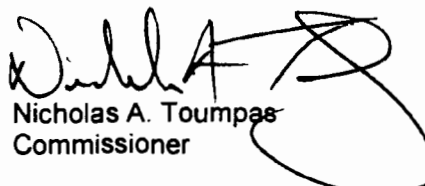
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families In Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-in-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP. The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties. If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable. The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state. Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Memfield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

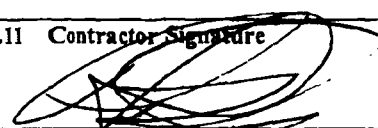
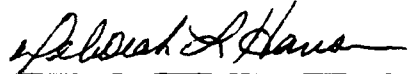
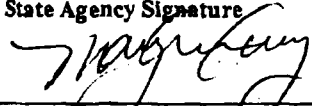
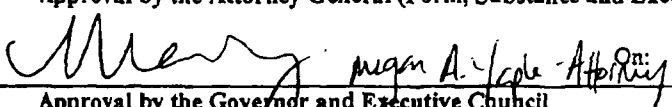
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Salvation Army		1.4 Contractor Address 58 Clinton Street Concord NH 03301	
1.5 Contractor Phone Number 603-225-5568	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$202,382
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard D. Allen, Assistant Secretary - Legal	
1.13 Acknowledgement: State of <u>NY</u> , County of <u>Rockland</u> On <u>7/10/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Deborah L. Hansen, Notary Public, State of New York No. 01HA5048121, Qualified in Orange County, Commission Expires August 14, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Anne Conway Associate Counsel	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Cole - Attorney On: <u>7/31/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

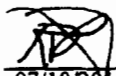
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 07/10/2015

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.


14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 07/10/2015

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

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Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

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Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$101,191.00
SFY17	not to exceed \$101,191.00

July 1, 2015 – June 30, 2017: not to exceed \$202,382.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$202,382.00
Total program amount	\$202,382.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$500,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D

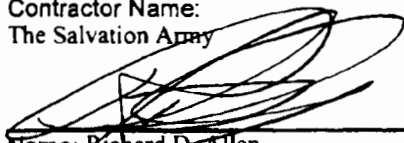


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:
The Salvation Army


Name: Richard D. Allen
Title: Assistant Secretary - Legal

07/10/2015

Date





CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

The Salvation Army

Name: Richard D. Allen

Title: Assistant Secretary - Legal

07/10/2015

Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

The Salvation Army

Name: Richard D. Allen

Title: Assistant Secretary - Legal

07/10/2015

Date

Contractor Initials

Date 07/10/2015



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:
The Salvation Army

07/10/2015
Date

Name: Richard D. Allen
Title: Assistant Secretary - Legal

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



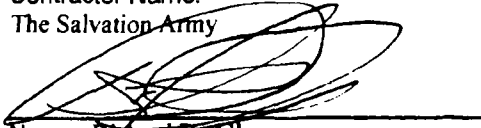
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:
The Salvation Army


Name: Richard D. Allen
Title: Assistant Secretary - Legal

07/10/2015
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

A handwritten signature in black ink, appearing to be 'AV' or similar initials, written over a circular stamp.



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Handwritten initials in black ink, appearing to be 'JVA'.



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Handwritten initials in black ink, possibly reading 'JDK' or similar, enclosed in a circular scribble.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHH S
 The State
[Signature]
 Signature of Authorized Representative
Mary Ann Cooney
 Name of Authorized Representative
Assoc. Counsellor
 Title of Authorized Representative
7/17/15
 Date

The Salvation Army
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Richard D. Allen
 Name of Authorized Representative
Assistant Secretary - Legal
 Title of Authorized Representative
07/10/2015
 Date

Contractor Initials [Signature]



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

The Salvation Army

Name: Richard D. Allen

Title: Assistant Secretary - Legal

07/10/2015

Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 062517941
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Way Home, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 214 Spruce Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$187,330 from \$561,990 to read: \$749,320.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Christie Tappan
Name: *Christie Tappan*
Title: *Associate Commissioner*

The Way Home, Inc.

1/19/2018
Date

Mary Stiney
Name: *Mary Stiney*
Title: *Executive Director*

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 1/19/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Anne E. Rawson
Signature of Notary Public or Justice of the Peace

Anne E. Rawson - Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: 2/28/2019

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

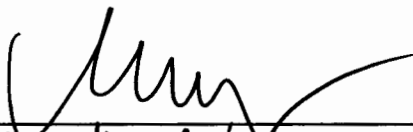


The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18

Date



Name: Megan A. Yager
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:

2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$187,330.00
SFY17	not to exceed \$187,330.00
SFY18	not to exceed \$187,330.00
SFY19	not to exceed \$187,330.00

July 1, 2015 – June 30, 2019: not to exceed \$749,320.00

2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$291,042.00
Intervention Services	<u>\$458,278.00</u>
Total program amount	\$749,320.00

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.

6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Way Home, Inc.

Budget Request for: State Grant in Aid

Budget Period: 7/1/2018-6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	229,208.00	23,116.00	252,324.00	121,978.00	17,780.00	139,758.00	107,230.00	5,336.00	112,566.00
2. Employee Benefits	91,683.20	9,246.00	100,929.20	48,791.20	7,112.00	55,903.20	42,892.00	2,134.00	45,026.00
3. Consultants	3,600.00	360.00	3,960.00	2,600.00	360.00	2,960.00	1,000.00	0.00	1,000.00
4. Equipment:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rental	3,600.00	360.00	3,960.00	2,700.00	360.00	3,060.00	900.00	0.00	900.00
Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Purchase/Depreciation*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Supplies:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Educational	2,250.00	0.00	2,250.00	1,750.00	0.00	1,750.00	500.00	0.00	500.00
Lab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pharmacy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medical	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Office	5,000.00	500.00	5,500.00	3,500.00	500.00	4,000.00	1,500.00	0.00	1,500.00
6. Travel	2,038.00	110.00	2,148.00	1,500.00	110.00	1,610.00	538.00	0.00	538.00
7. Occupancy	61,500.00	1,100.00	62,600.00	44,000.00	1,100.00	45,100.00	17,500.00	0.00	17,500.00
8. Current Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telephone	10,000.00	1,200.00	11,200.00	7,500.00	1,200.00	8,700.00	2,500.00	0.00	2,500.00
Postage	3,500.00	350.00	3,850.00	2,500.00	350.00	2,850.00	1,000.00	0.00	1,000.00
Subscriptions	500.00	0.00	500.00	500.00	0.00	500.00	0.00	0.00	0.00
Audit and Legal	0.00	3,480.00	3,480.00	0.00	3,480.00	3,480.00	0.00	0.00	0.00
Insurance	12,000.00	2,300.00	14,300.00	9,600.00	2,300.00	11,900.00	2,400.00	0.00	2,400.00
Board Expenses	0.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	0.00
9. Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Marketing/Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Staff Education and Training	2,900.00	140.00	3,040.00	2,000.00	140.00	2,140.00	900.00	0.00	900.00
12. Subcontracts/Agreements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Other (specific details mandatory):	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Printing & Reproduction	4,000.00	200.00	4,200.00	3,000.00	200.00	3,200.00	1,000.00	0.00	1,000.00
Management Fee	9,724.00	0.00	9,724.00	9,724.00	0.00	9,724.00	0.00	0.00	0.00
Replacement Reserve Payments	4,200.00	0.00	4,200.00	4,200.00	0.00	4,200.00	0.00	0.00	0.00
TOTAL	445,703.20	42,962.00	488,665.20	265,843.20	35,492.00	301,335.20	179,860.00	7,470.00	187,330.00

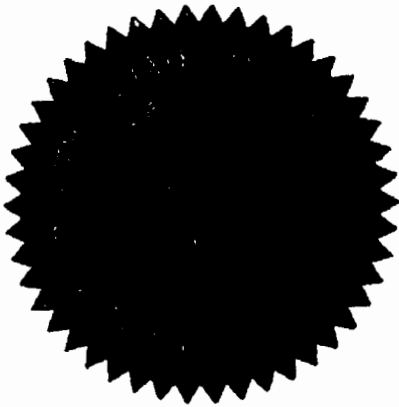
Indirect As A Percent of Direct 9.6%

Contractor Initials MS

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Way Home, Inc. is a New Hampshire nonprofit corporation formed August 25, 1989. 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 17th day of May A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Rick Blais, President, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Way Home

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on **Voting by electronic communication protocols as outlined in the Organization's by-laws**

RESOLVED: That the **Executive Director**

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 6th day of April, 2018
(Date Contract Signed)


4. **Mary Sliney** is the duly elected

(Name of Contract Signatory)

Executive Director

(Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

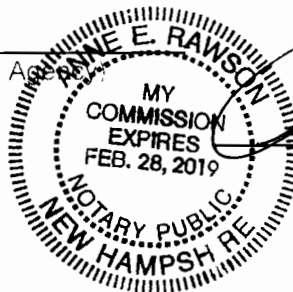
STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of April, 2018

By Rick Blais

(Name of Elected Officer of the Agency)




(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 2/28/19

CERTIFICATE OF VOTE

I, Rick Blais, President, do hereby certify that:

(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of The Way Home

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on **Voting by electronic communication protocols as outlined in the Organization's by-laws on 1/18/2018.**

RESOLVED: That the **Executive Director**

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 19th day of January, 2018.
(Date Contract Signed)

4. **Mary Slincy** is the duly elected
(Name of Contract Signatory)

Executive Director
(Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

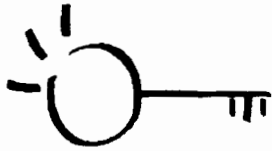
County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of January, 2018.

By Rick Blais
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)





The Way Home

Because Everyone Deserves a Home . . .

214 Spruce Street, Manchester, NH 03103
Tel: 603-627-3491 Fax: 603-627-2825

THE WAY HOME

OUR VISION

To be the innovative, responsive grassroots organization committed to creatively helping those with the least resources increase access, raise hope and build self-esteem.

OUR MISSION

To assist lower income families and individuals obtain and keep safe affordable housing, offer supportive services to nurture their independence, and advocate for greater opportunity.

OUR VALUES AND PRINCIPLES

- LEADER:** We believe and act on our noble mission and are willing to give voice and action to our commitment to provide housing and support services to our clientele. We are also committed to developing leadership in the client base we serve.
- DIGNITY:** We believe that those with the least in our community deserve to be treated with dignity, respect and encouragement.
- BASIC RIGHT:** We believe that affordable housing is a basic human right.
- COLLABORATE:** We often form coalitions to do our work and encourage others to join with us to effect change and create results.
- PEOPLE FIRST:** We believe in our clientele and are committed to helping them see that they are productive players in our community.
- ADVOCATE:** We are advocates for our clients and their needs.

THE WAY HOME, INC.
FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

THE WAY HOME, INC.
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Hennessey & Vallee, PLLC

Trusted / Balanced / Professional

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Way Home, Inc.
214 Spruce Street
Manchester, NH 03101

We have audited the accompanying financial statements of The Way Home, Inc., (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Way Home, Inc., as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The Way Home, Inc.'s 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 20, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on page 5 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Hennessey & Vallee, PLLC

Hennessey & Vallee, PLLC
Concord, New Hampshire
November 14, 2017

THE WAY HOME, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current Assets		
Cash, unrestricted	\$ 66,685	\$ 29,544
Cash, temporarily restricted	179,136	172,875
Grants receivable	76,866	122,694
Pledges receivable	11,157	6,263
Accounts receivable	69,459	95,929
Prepaid expenses	<u>26,709</u>	<u>27,327</u>
Total current assets	<u>430,012</u>	<u>454,632</u>
Property and Equipment		
Land, buildings and improvements	2,581,807	2,581,807
Furniture and equipment	186,013	147,779
Less: accumulated depreciation	<u>(719,965)</u>	<u>(663,858)</u>
Net property and equipment	<u>2,047,855</u>	<u>2,065,728</u>
Other Assets		
Loans receivable	247,083	266,383
LSRLF receivable	32,138	32,838
Pin and book inventory	<u>1,830</u>	<u>1,830</u>
Total other assets	<u>281,051</u>	<u>301,051</u>
TOTAL ASSETS	<u>\$ 2,758,918</u>	<u>\$ 2,821,411</u>
LIABILITIES		
Current Liabilities		
Current portion of long-term debt	\$ 25,458	\$ 23,821
Deferred revenue, grants and pledges	31,739	26,707
Accounts and other payables	<u>55,503</u>	<u>55,171</u>
Total current liabilities	<u>112,700</u>	<u>105,699</u>
Long-Term Liabilities		
Notes payable, less current portion	1,879,383	1,869,594
Guaranteed security deposits, less current portion	<u>416,360</u>	<u>462,772</u>
Total long-term liabilities	<u>2,295,743</u>	<u>2,332,366</u>
TOTAL LIABILITIES	<u>2,408,443</u>	<u>2,438,065</u>
NET ASSETS		
Unrestricted	175,707	215,520
Temporarily restricted	<u>174,768</u>	<u>167,826</u>
Total net assets	<u>350,475</u>	<u>383,346</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,758,918</u>	<u>\$ 2,821,411</u>

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
STATEMENTS OF ACTIVITIES
June 30, 2017 and 2016

	2017	2016
CHANGES IN UNRESTRICTED NET ASSETS		
Revenues and Gains		
Donations	\$ 79,915	\$ 34,020
Fundraising events	5,983	13,086
Rental income	227,525	221,537
Miscellaneous revenue	19,969	15,782
Insurance proceeds	-	3,965
In-kind contributions	27,109	34,313
Interest	218	31
Forgiveness of debt	6,670	6,670
Total revenues and gains	<u>367,389</u>	<u>329,404</u>
Net Assets Released from Restrictions		
Government grants	953,618	868,759
Foundations and other grants	106,068	145,017
Total net assets released from restrictions	<u>1,059,686</u>	<u>1,013,776</u>
Fund Transfers	<u>(6,942)</u>	<u>2,616</u>
Total unrestricted revenues, gains and other support	<u>1,420,133</u>	<u>1,345,796</u>
Functional Expenses		
Client services	1,265,470	1,228,999
Management and general	111,317	80,058
Fundraising	27,052	26,970
Total functional expenses	<u>1,403,839</u>	<u>1,336,027</u>
NET INCREASE IN UNRESTRICTED NET ASSETS BEFORE DEPRECIATION	16,294	9,769
Depreciation expense	<u>56,107</u>	<u>55,991</u>
NET DECREASE IN UNRESTRICTED NET ASSETS	<u>(39,813)</u>	<u>(46,222)</u>
NET INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSET:	<u>6,942</u>	<u>(2,616)</u>
DECREASE IN NET ASSETS	(32,871)	(48,838)
NET ASSETS, Beginning of Year	<u>383,346</u>	<u>432,184</u>
NET ASSETS, End of Year	<u>\$ 350,475</u>	<u>\$ 383,346</u>

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
STATEMENT OF FUNCTIONAL EXPENSES
June 30, 2017 and 2016

	Client Services	Property Management & Supportive Housing	Management & General	Fundraising & Special Events	Total 2017	Total 2016
Salaries	\$ 285,041	\$ 112,470	\$ 88,524	\$ 8,893	\$ 494,928	\$ 491,706
Benefits and payroll taxes	107,554	39,501	17,014	3,348	167,417	148,921
Professional services	1,309	32,479	14,543	145	48,476	65,519
Supplies	1,151	2	7,703	-	8,856	9,396
Telephone and internet	1,573	-	15,442	-	17,015	20,024
Postage	546	-	3,729	-	4,275	3,638
Occupancy	351	51,234	18,598	-	70,183	68,873
Insurance	-	12,231	23,625	-	35,856	20,694
Building maintenance and supplies	-	39,540	1,223	-	40,763	43,916
Vehicle expenses	2,864	-	-	-	2,864	3,528
Apartment furnishings	-	8,734	-	-	8,734	5,288
Printing	1,107	-	343	302	1,752	1,904
Travel, mileage and conferences	2,517	1,085	477	260	4,339	5,757
Memberships, fees and subscriptions	100	-	1,376	80	1,556	1,256
Meetings expense	-	-	2,565	-	2,565	4,325
HHS job expense	1,514	-	-	-	1,514	20
Miscellaneous expenses	576	602	7,395	26	8,599	3,094
Interest expense	-	2,326	-	-	2,326	2,207
In-kind goods and services	-	-	27,109	-	27,109	34,437
Payroll services	-	-	2,059	-	2,059	2,391
Non-capital equipment	-	-	-	-	-	1,851
Fundraising expense	-	-	-	13,998	13,998	6,050
Equipment rental and maintenance	546	-	13,115	-	13,661	8,614
Building repairs - 214 Spruce Flood Damages	-	-	-	-	-	21,470
Specific assistance to individuals	151,765	247,616	-	-	399,381	327,964
General program expense	3,638	7,911	-	-	11,549	14,466
Real estate taxes	-	14,064	-	-	14,064	18,718
Administrative and general allocation	29,388	61,123	(90,511)	-	-	-
Facility allocation	10,398	32,018	(42,416)	-	-	-
Housing Resource Center Allocation	(38,396)	38,992	(596)	-	-	-
Total expenses before depreciation	563,542	701,928	111,317	27,052	1,403,839	1,336,027
Depreciation	-	41,983	14,124	-	56,107	55,991
Total expenses after depreciation	\$ 563,542	\$ 743,911	\$ 125,441	\$ 27,052	\$ 1,459,946	\$ 1,392,018

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2017 and 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	\$ (32,871)	\$ (48,838)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	56,107	55,991
(Increase) decrease in -		
Grants receivable	45,828	(53,049)
Pledges receivable	(4,894)	5,316
Accounts receivable	26,470	17,790
Prepaid expenses	618	(13,602)
Loans receivable	19,300	73,725
LSRLF receivable	700	300
Increase (decrease) in -		
Accounts and other payables	332	(23,780)
Deferred revenue, grants and pledges	5,032	2,006
Security deposits payable	(46,412)	(91,140)
Net cash provided (used) by operating activities	70,210	(75,281)
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash provided (used) by investing activities	(15,382)	17,312
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments	(11,426)	(26,811)
Net cash used by financing activities	(11,426)	(26,811)
NET INCREASE (DECREASE) IN CASH	43,402	(84,780)
CASH, Beginning of Year	202,419	287,199
CASH, End of Year	\$ 245,821	\$ 202,419

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Organization's first program, a security deposit loan program, was created in 1987/88 by the Greater Manchester Low Income Housing Network in response to housing concerns identified in a United Way Community Needs Study. Services began in Manchester, NH in January 1988 under a fiscal agent with the Network serving as an Advisory Committee. The Organization was incorporated as a NH nonprofit on August 25, 1989 to assure continuation of this housing assistance program. It was originally known as The Security Deposit Loan Fund of Greater Manchester. Its primary purpose was to make loans that will be utilized for the security deposits, targeting low-income households, which, without the security deposit loan and housing counseling services would otherwise remain or become homeless.

During the fiscal year ended June 30, 1998, the Organization changed its' name to The Way Home, Inc. The Organization believed this new name more effectively reflected the purpose of the Organization, more properly represented the growth of purpose from its original concept, and more easily linked into the service areas that clients will need.

The Organization's office is located in Manchester, New Hampshire. Services provided include:

- Homeless prevention, outreach & intervention services, including homelessness prevention grants
- Rental housing counseling which teach tenants self-help skills, provides housing advocacy, and assists with landlord negotiations
- Financial management education for homeless persons, low income renters, and at-risk homeowners
- Housing counseling for at-risk home owners with a focus on foreclosure prevention
- Steps to success coaching and workshops on self-sufficiency skills
- Healthy home services to help address in-home environmental hazards with a special focus on vulnerable populations
- A housing resource center, a welcoming week-day facility for homeless and at-risk individuals
- Transitional housing apartments for homeless children and their families
- Development and/or management of supportive housing for several special needs populations, including chronically homeless individuals/families and homeless veterans
- Community advocacy to help the voice of low income households be heard on housing related issues

Method of Accounting

The Organization uses the accrual method of accounting, recognizing income when earned rather than received, and expenses when incurred rather than when paid.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Standards of Accounting and Financial Reporting

During 1995, the Organization adopted Statement of Financial Accounting Standards (SFAS) No. 116, Accounting for Contributions Received and Made, and SFAS No. 117, Financial Statements for Not-for-Profit Organizations. SFAS No. 116 requires that certain unconditional promises to give (pledges) and contributions be recorded as support in the period received.

SFAS No. 117 establishes standards for general purpose external financial statements for not-for-profit organizations and requires that resources be classified for accounting and reporting categories according to externally (donor) imposed restrictions as follows:

Unrestricted Net Assets – Include the portion of expendable unrestricted funds that are available for support of the Organization’s operations. In a prior year, the Board of Directors designated restrictions on portions of the net assets as classified on the statements of financial position.

Temporarily Restricted Net Assets – Include the portion of funds for which donor or grantor restrictions have not yet been met, and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets – Include the portion of funds that by donor or grantor restriction require the corpus be invested in perpetuity and only the income be made available for programs or operations in accordance with donor restrictions.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Statements of Cash Flows

The Organization has adopted Financial Accounting Standard No. 95, “Statements of Cash Flows”. For purposes of this statement, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Fixed Assets

The Organization capitalizes property and equipment over \$1,500. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Depreciation on equipment is computed using the straight-line method over an estimated useful life of 3 to 10 years. The building and renovations are being depreciated over an estimated life of 20 to 50 years. See Note 6 regarding donated equipment.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the United States Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2017, 2016 and 2015 are subject to examination by the IRS, generally for three years after they are filed.

Deferred Revenue

Funds restricted by grantors for particular operating purposes are deemed to be earned and reported as revenues of the particular fund when the Organization has incurred expenditures in compliance with the specific restrictions. Such amounts received or receivable but not yet earned are reported as deferred revenue. At June 30, 2017 and 2016 there was deferred revenue of \$31,739 and \$26,707 respectively.

Gifts of Cash, Assets and Services

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Gifts of long-lived assets with restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained; the Organization reclassifies long-lived assets as unrestricted net assets when the assets are placed in service.

The Organization reports gifts of land, buildings, and equipment, if any, as unrestricted support if there are no donor restrictions. See also Note 6 regarding in-kind contributions.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

2. NOTES PAYABLE OBLIGATIONS

At June 30, 2017 and 2016, the Organization had the following mortgage note obligations:

	June 30, 2017	June30, 2016
Note payable to the NH Housing Finance Authority dated October 11, 2001, 0% interest, secured by real estate located at 214 Spruce Street, Manchester, NH with conditional repayment terms which expire after 30 years	\$ 532,533	\$ 532,533
Note payable to the City of Manchester, NH dated June 12, 2001, 0% interest, secured by real estate located at 214 Spruce Street, Manchester, NH with conditional repayment terms which expire after 20 years	19,960	26,630
Note payable to the NH Housing Finance Authority dated December 3, 2008, 1.5% interest, with monthly payments of principle and interest of \$604.17 beginning February 1, 2009, due in full on January 1, 2039, secured by real estate located at 14-16 and 24-26 Ferry Street, Allentown, NH	130,629	135,553
Note payable to the NH Housing Finance Authority dated December 3, 2008, 0% interest, payable on or before June 24, 2028, secured by real estate located at 14-16 and 24-26 Ferry Street, Allentown, NH	356,128	356,128
Note payable to the City of Manchester, NH dated October 31, 2012, 0% interest, secured by real estate located at 502 Spruce Street, Manchester, NH with conditional repayment terms expiring after 5 years	44,999	44,999
Note payable (non-recourse) to the NH Housing Finance Authority, dated March 17, 2010, 0%, 30-year term for the purpose of acquisition, construction and permanent financing of Spruce Keys at 224 Spruce Street, Manchester, NH	492,448	492,448
Note payable and Tax Credit Loan, City of Manchester, NH, dated August 7, 2012, 0% interest paid on October 1 st each year for 25 years beginning in 2013, secured by real estate located at 85-87 Laurel Street, Manchester, NH	291,237	305,124
Note payable to the City of Manchester, NH, dated July 1, 2016, 0% interest paid on October 1 st each year for 10 years beginning in 2017, secured by real estate located at 214 Spruce Street, Manchester, NH	<u>36,907</u>	<u>0</u>
Total long-term debt	1,904,841	1,893,415
Less: current portion	<u>(25,458)</u>	<u>(23,821)</u>
Total long-term debt, net of current portion	<u>\$ 1,879,383</u>	<u>\$ 1,869,594</u>

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2017 and 2016

2. NOTES PAYABLE OBLIGATIONS (CONTINUED)

Aggregate maturities on all the loan obligations are as follows:

June 30,		
2018	\$	25,458
2019		23,912
2020		28,522
2021		28,615
Future years		<u>1,798,334</u>
Total	\$	<u>1,904,841</u>

Both of the \$532,533 and the \$19,960 loans are financed with federal funding through the HOME Investment Partnership Program.

As long as the Organization continues to comply with the terms of these loans, that is to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay these loans or any imputed interest on these obligations.

Under the terms of the City of Manchester \$19,960 loan, upon receipt and approval of annual compliance reports, the Organization can decrease the outstanding principal of the mortgage by 6.67% (\$6,670) per year, commencing June 12, 2007. As of June 30, 2017 pursuant to these terms, the Organization has reduced its liability by a total of \$73,370.

Under the terms of the \$356,128 New Hampshire Housing Finance Authority loan, the Organization is required to segregate reserves to meet future insurance, real estate taxes, and maintenance and replacement obligations. The Organization maintains separate restricted accounts to meet these requirements.

The \$356,128 note is financed with federal funding through the HOME Investment Partnership Rental Housing Production Program and is subordinate to the NH Housing Financing Authority 1.75% interest-bearing note.

The \$36,907 note is financed through the City of Manchester Community Improvement Program for the 214 Spruce Street Essential Facility Upgrade Project, and was entered into on July 1, 2017. The project is in progress, and will not exceed a total loan balance of \$90,350. The loan is payable over 10 years at 0% interest. \$4,517.50 will be forgiven annually if the Organization can demonstrate that the agreed-upon objectives have been achieved, leaving an annual payment due from the Organization of \$4,517.50. The first payment is due October 1, 2017.

3. CAPITAL AND OPERATING LEASE OBLIGATIONS

There were no operating leases as of June 30, 2017 and 2016.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

4. ACCRUED COMPENSATED ABSENCES

The Organization had a policy to provide paid vacation benefits based on length of employment. At June 30, 2017 and 2016, the Organization recognized \$20,426 and \$24,295 for unused vacation compensation, respectively.

The Organization provides paid leave time for illness, jury duty, bereavement, military duty or other personal reasons. Pursuant to the Organization's personnel handbook adopted September 1996, family leave does not carry any monetary value. Pursuant to FASB #43, it is not required to accrue any liability for non-vested sick leave.

5. RESTRICTED AND BOARD DESIGNATED NET ASSETS

Effective September 30, 1992, the Board of Directors of the Organization voted to segregate funds restricted by grantors for security deposit loans from the loan fund balance, with the excess designated by the board as restricted loan funds.

See also Notes 2 and 8 regarding loans and funds restricted for guaranteed security deposits and other board restricted funds.

6. IN-KIND CONTRIBUTIONS

The Organization makes use of volunteer services to supplement its operations and control operating expenses. Donated services are valued in a manner consistent with federal guidelines and volunteer services organization rates. The contribution of services is recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

These financial statements reflect the fair value of donated goods/equipment and services received in the current fiscal year as in-kind income and related expense in the amount of \$27,109 and \$34,313, respectively for the years ended June 30, 2017 and 2016.

The value of donated services and equipment, food and supplies included in the June 30, 2017 and 2016 financial statements and the corresponding expenditures are as follows:

	2017	2016
Operating Fund		
Revenue-		
In-Kind Contributions	<u>\$ 27,109</u>	<u>\$ 34,313</u>
Expenses-		
In-Kind Services:		
Client services	\$ 27,109	\$ 25,663
Management and general	0	0
Fundraising	<u>0</u>	<u>0</u>
	<u>\$ 27,109</u>	<u>\$ 25,663</u>

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2017 and 2016

6. IN-KIND CONTRIBUTIONS (CONTINUED)

In-Kind Equipment and Supplies:			
Client services	\$	0	\$ 8,650
Management and general		0	0
Fundraising		0	0
		<u>0</u>	<u>8,650</u>
	<u>\$</u>	<u>0</u>	<u>\$ 8,650</u>

7. LOANS RECEIVABLE AND ALLOWANCE FOR UNCOLLECTIBLE RECEIVABLES

During its first year of operation the Organization implemented an Allowance for Uncollectible Receivables for the security deposit loan program. The allowance was calculated by a formula at an accrual rate of 50% of loans extended.

In 1991 a Letter of Guarantee was instituted to maximize the benefit of this limited resource. In 1993 The Way Home's Security Deposit Guarantee became the model for the State of New Hampshire Housing Security Guarantee Program. In 1996, the Board of Directors voted to formalize the structure of the security deposit loan program, including the allowance for uncollectible receivables. With increased use of the NH HSGP program (see Note 8) the policy was revised to provide an uncollectible allowance only on those guarantees not underwritten by the NH HSGP program. By Fiscal Year 2016, all security deposit loan receivables were underwritten by a funder in a manner that allowed for closing of the remaining uncollectible receivables.

8. GUARANTEED SECURITY DEPOSITS

A Letter of Guarantee Program has been developed and implemented by the Organization. Pursuant to this program, the Fund guarantees that a landlord will receive the appropriate percentage of a security deposit when the Fund's client vacates an apartment or the full security deposit when the client has completed their loan repayment. The program requires the landlord to communicate with the Fund and become more active in the deposit process

In 1993 NH State Legislation used The Way Home's Security Deposit Guarantee Program as its model in creating the Housing Security Guarantee Program (HSGP). In Fiscal Years 2015 and 2016, this resource underwrote more than 80% of the Letters of Guarantee issued by The Way Home for its Housing Assistance program. The NH Housing Security Guarantee Program provides guarantees for rental security deposits to eligible persons in accordance with New Hampshire RSA 126: A, 50.

Funds related to the State guarantee program may be drawn only upon determination of uncollectibility of a security deposit loan.

Because the Organization now has an underwriter for a significant amount of the guarantees, and after careful study, the Organization has revised the policy of providing a reduction in cash reserve requirements for all guarantees to a minimum of 50% of guarantees not covered by the NH Housing Security Guarantee Program.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

9. SPECIAL ASSISTANCE TO INDIVIDUALS

Pursuant to the requirements of grantors, during 2017 and 2016 the Organization distributed \$399,381 and \$327,964, respectively, on behalf of individuals for such items as security deposits, rents, utilities, to end or prevent homelessness. More than 85% of this assistance was in the form of grants for qualified individuals, underwritten by several different program funds, including HUD HOME Tenant Based Rental Assistance, HUD Emergency Solutions Grant, HUD Continuum of Care Permanent Supportive Housing, and NH State Grant in Aid. The remaining assistance for homeless and at-risk renters was in the form of default reimbursement for the rental assistance loans, underwritten by NH HSGP and NH HHARLF programs.

10. HEALTHY HOME SERVICES PROGRAM

The Way Home's Healthy Home Services grew out of a special project, begun with EPA funding in 1995, to empower a group of low income tenants in Manchester to work in collaboration with the Manchester Health Department to build a grassroots Lead Poisoning Prevention campaign.

The result is a peer educator empowerment process that guides emerging leaders from the low-income community. In 1997 the leadership of these low income women created The Way Home's Healthy Home Services to protect children from environmental hazards in the home. Through their work, the City of Manchester was named as an EPA Child Health Champion Community and also secured HUD grants to remediate lead paint hazards. The Way Home served on the 2007 NH Lead Poisoning Prevention Legislative Study Commission and is serving on the NH Healthy Homes Steering Committee and the City of Manchester Healthy Homes Partnership. Project staff includes a Healthy Home Specialist and housing counselors/advocates trained in healthy home education. The team has been called upon by the Manchester Health Department to assist tenants living with pest infestations. The Fiscal Year 2017 and 2016 program included a special EPA Environmental Justice Project to provide tenant education and support services to help low income tenants do their part as a key component of Integrated Pest Management in rental housing; and a Healthy Home Contract with the City of Manchester as part of its HUD Lead Hazard Reduction Demonstration Grant funded healthy housing program. The Way Home's Healthy Home Services Program includes healthy home apartment inspections, in-home peer support with education and resources, education on lead poisoning prevention and safe pest management, education on reporting substandard housing conditions.

11. STEPS TO SUCCESS SUPPORTIVE SERVICES LINKED TO HOUSING COUNSELING & SUPPORTIVE HOUSING PROGRAMS

Steps to Success Supportive Services build skills for homeless and at-risk clients to gain access to and remain in permanent housing. The Organization's Steps to Success program is provided by Housing Counselors and Housing Advocates who help individuals to set appropriate goals and coach them on action steps to meet these goals. These supportive services are available to clients in The Way Home's transitional housing, permanent housing, and general housing counseling programs. In fiscal year 2017 and 2016, The Way Home owned and/or leased 51 units of housing, including 7 transitional units in its 214 Spruce Street facility, which opened in 2002. The Way Home's Steps to Success supportive services are also used as part of its HUD Continuum of Care (CoC) funded permanent supportive housing programs; its HUD ESG & HUD CoC funded rapid re-housing programs; and for special needs clients in its general housing counseling programs.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

12. UNDER THE BRIDGE PROGRAM

The Organization has been instrumental in the publication of a book of stories and poems written by Manchester, NH homeless individuals. It is a self-advocacy and fund-raising program that serves as a tool for training staff who work with the homeless and at-risk population and for general public information. Proceeds from the sale of the book are used for special needs of The Way Home's homeless clients and the very poor clients at risk of homelessness.

13. MERCY FUND PROGRAM

Donations relative to this program are managed by a staff member affiliated with the Sisters of Mercy and are committed to service to the poor. It provides assistance to the Organization's clients with basic necessities.

14. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) PROGRAM

The New Hampshire Department of Health and Human Services Bureau of Homeless and Housing Services began administering a new program, the Homeless Housing and Access Revolving Loan Fund, set forth by State Legislation in 2007 to assist homeless persons to secure an apartment. The Way Home, Inc., as a local provider for the Bureau's homeless prevention intervention services, began implementing this new program in January 2008. The HHARLF Program provides guarantees of rental security deposits and/or first month's rent to eligible persons. This is a loan program with a guarantee to the landlord that, in the event of a default, they will be reimbursed the amount of the security deposit. The client will be responsible to make monthly payments towards the security deposit and/or first month's rent to the HHARLF provider and, when the deposit is paid in full, the security deposit will be transferred to the landlord.

15. HUD CERTIFIED HOUSING COUNSELING AGENCY PROGRAM

Since 2002, the Organization has been approved by the U.S. Department of Housing and Urban Development (HUD) as a Housing Counseling Agency. As such, the Organization provides one on one counseling and group education classes for homeless persons, low income renters, and homeowners at-risk of foreclosure. Applicants for The Way Home's housing services are scheduled for a needs assessment with a housing counselor. Those seeking rental assistance are also scheduled for a Financial Literacy Class. Homeless persons are helped to access shelter & services and take steps to succeed in rental housing. Renters are helped to make housing more affordable, prevent eviction, and work with landlords to reduce in-home health hazards. Homeowners are helped to prevent loss of their home. Those who cannot save their home are helped to secure rental housing.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017 and 2016

16. PERMANENT SUPPORTIVE HOUSING – YOUR WAY HOME PROGRAM

During the fiscal year ending June 30, 2007, the Organization began the Your Way Home Program.

Permanent Supportive Housing is an intensive model of housing and services designed to serve individuals with a disabling condition that contributed to long term homelessness.

During fiscal year ending 2017, the Organization was awarded federal funding to provide help for these homeless individuals and families.

17. MORTGAGE RESETTLEMENT THRU NH HOUSING

In 2012 the State of New Hampshire launched a robust foreclosure intervention initiative (the Program). This three-year program is being supported by \$3.5 million from the National Mortgage Settlement. The State, through the Department of Justice and the Banking Department, contracted with New Hampshire Housing to administer the Program. New Hampshire Housing is charged with supporting a statewide network of counseling organizations to provide effective pre and post foreclosure intervention and counseling at no cost to at-risk homeowners. The counseling agencies will empower and assist at-risk homeowners in making informed and realistic choices about their individual housing futures. The Program is part of a larger effort, which includes separate funding for legal services through the New Hampshire Foreclosure Relief Project.

The Way Home was awarded funds in the fiscal year 2013 as part of a competitive RFP issued by NH Housing in 2012 for a three-year program with funding being awarded annually. The first award of \$75,000 began on February 1, 2013. Funding was increased to \$95,000 for years two and three. This program represents 29 of the total leased or owned units of 51.

18. RELATED PARTY TRANSACTIONS

Currently, two Board of Director members are also clients of the Organization who receive services from the Organization. The Board of Directors is aware of the relationship and the individuals' services are monitored by an employee of the Organization.

19. SUBSEQUENT EVENTS

The organization has evaluated subsequent events through November 14, 2017, the date which the financial statements were available to be issued.

**The Way Home
Schedule of Rental Operations Expenses - Project #90275 - 214 Spruce Street
For the Fiscal Year Ended June 30, 2017**

Expenses:	FY17	FY16
Administrative:		
Management Fee	12,445	10,214
Marketing		
Audit Expense	500	1,500
Legal		126
Other Admin	52,423	37,613
Total Admin Expense:	65,368	49,453
Utilities:		
Electricity	6,800	6,379
Fuel	2,002	1,778
Water-Sewer	2,729	1,884
Other Utility Expense	1,893	1,806
Total Utility Expense:	13,424	11,847
Maintenance Expense:		
Custodial Payroll		
Custodial Supplies	479	527
Maintenance Support	30,874	23,918
Exterminating		
Trash Removal	705	766
Snow Removal	3,080	774
Painting & Decorating	4,845	4,560
Grounds & Landscaping	60	13
HVAC Repairs & Maintenance		
Elevator Repairs & Contract	905	120
Repairs (Materials)		3,909
Repairs (Contract)		1,161
Other Maintenance	1,580	
Total Maintenance Expenses:	42,528	35,748
General Expenses:		
Insurance	3,537	4,425
Uncollectible Accounts	264	2,143
Total General Expenses:	3,801	6,568
Total Rental Operations Expense:	125,121	103,616

**The Way Home
Schedule of Receipts & Disbursements - Project #90275 - 214 Spruce Street
Operating Account for the Fiscal Year Ended June 30, 2017**

Source of Funds:	FY17	FY16
Rental Operations:		
Tenant Paid Rent	26,821	26,416
HAP Rent Subsidy	25,658	222
HOME Rental Assistance	21,925	21,991
Total Rental Operations:	74,404	48,629
Other Income:		
Service Income	900	696
Interest Income		1
Insurance - Loss of Business Income		
Other Income - SGIA Shelter Funds	51,856	25,286
Other Income - Program Grants/Fundraising	80	29,853
Other Income - Apartment Damages & Fees	402	276
Total Other Income:	53,238	56,112
Total Rental Operations Receipts:	127,642	104,741
Disbursements:		
Administrative	65,368	49,453
Utilities	13,424	11,847
Maintenance	42,528	35,748
General	3,801	6,568
Other		
Total Rental Operations Disbursements:	125,121	103,616
Cash Provided by Rental Operations before Debt Service:	2,521	1,125
Amortization of Mortgages		
Cash Provided by Rental Operations after Debt Service:	2,521	1,125
Other Receipts:		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		
Other Disbursements or Transfers:		
Transfers to Restricted Cash Reserves & Escrows	4,200	4,200
Transfer to Tenant Security Deposit Account		
Payment of Partner's Distributions		
Other - Return on Equity/Owner's Fee		
Net Increase or (decrease) in Project Account Cash:	(1,679)	(3,075)
Project Account Cash Balance at Beginning of Year		
Project Account Cash Balance End of Year		
Composition of Project Account Cash Balance at End of Year:		
Petty Cash		
Unrestricted Reserve (if applicable)		
Total Project Account Cash at End of Year	(1,679)	(3,075)

The Way Home
 Schedule of Restricted Cash Reserves and Escrows - Project #90275 - 214 Spruce Street
 For the Fiscal Year Ended June 30, 2017

Description of Fund:	Deposits:				Withdrawals:		
	Balance at Beginning of Year	Transfers from Operations Account	Deposits Surplus Cash Insurance	Net Interest Earned	Transfer to Operations Account	Insurance Claim Vendors Transfers	Balance End of Year
Restricted Accounts:							
Tax Reserve	4,907.32			5.63			4,912.95
Insurance Reserve	5,863.19	5,160.00		165.77	7,776.84		3,212.12
Replacement Reserve	43,849.99	4,200.00		55.10			47,905.09
Operating Reserve	36,706.47			42.49			36,748.96
Other Reserve							0.00
Total Restricted Cash Reserves/Escrows	90,926.97	9,360.00	0.00	268.99	7,776.84	0.00	92,779.12

**The Way Home
Schedule of Surplus Cash Calculation
Project #90275 - 214 Spruce Street
For the Fiscal Year Ended June 30, 2017**

Net Income/(Loss)	2,521
Add Depreciation & Amortization	
Deduct Required Principal Payments	
Deduct Required Payments to Replacement Reserve	4,200
Deduct Interest Income on Restricted Cash Reserves & Escrows	
Add/Deduct any NHHFA Approved Items (detailed list required)	
Add Distribution from Reserves	
Surplus Cash	(1,679)
Distribution of Surplus Cash:	

The Way Home
Year-to-Date Compilation of Owner's Fee/Distributions
Project #90275 - 214 Spruce Street
For the Fiscal Year Ended June 30, 2017

Fiscal Year Ending	Maximum Allowable Distribution 4% of Gross Receipts	Distribution Received	Balance
6/30/2002	504.04	0.00	504.04
6/30/2003	4,186.92	0.00	4,690.96
6/30/2004	4,837.80	0.00	9,528.76
6/30/2005	4,910.20	0.00	14,438.96
6/30/2006	4,982.78	0.00	19,421.74
6/30/2007	5,147.31	0.00	24,569.05
6/30/2008	4,743.48	0.00	29,312.53
6/30/2009	3,839.68	0.00	33,152.21
6/30/2010	3,427.52	0.00	36,579.73
6/30/2011	4,852.44	0.00	41,432.17
6/30/2012	4,208.60	0.00	45,640.77
6/30/2013	3,858.20	0.00	49,498.97
6/30/2014	3,392.72	0.00	52,891.69
6/30/2015	2,966.64	0.00	55,858.33
6/30/2016	4,144.64	0.00	60,002.97
6/30/2017	5,105.68	0.00	65,108.65

**The Way Home
Schedule of Rental Operations Expenses - Project #90472 - Ferry Street - Allentown
For the Fiscal Year Ended June 30, 2017**

Expenses:	FY17	FY16
Administrative:		
Management Fee	9,685	9,803
Marketing		
Audit Expense	500	500
Legal		
Other Admin	11,279	19,603
Total Admin Expense:	21,464	29,906
Utilities:		
Electricity	3,803	3,828
Fuel	4,385	4,382
Water-Sewer	3,591	4,390
Other Utility Expense		
Total Utility Expense:	11,779	12,600
Maintenance Expense:		
Custodial Payroll	0	0
Custodial Supplies	0	0
Maintenance Support	27,341	20,458
Exterminating	0	0
Trash Removal	1,575	1,566
Snow Removal	6,305	700
Painting & Decorating	0	634
Grounds & Landscaping	0	2,550
HVAC Repairs & Maintenance	0	0
Elevator Repairs & Contract	0	0
Repairs (Materials)	0	0
Repairs (Contract)	0	5,815
Other Maintenance	950	6,213
Total Maintenance Expenses:	36,171	37,936
General Expenses:		
Insurance	2,947	3,259
Real Estate Taxes	5,300	5,300
Uncollectible Accounts	14,409	0
Mortgage Interest Payments	2,326	2,207
Total General Expenses:	24,982	10,766
Total Rental Operations Expense:	94,396	91,208

**The Way Home
Schedule of Receipts & Disbursements - Project #90472 - Ferry Street
Operating Account for the Fiscal Year Ended June 30, 2017**

Source of Funds:	FY17	FY16
Rental Operations:		
Tenant Paid Rent	64,891	61,551
HAP Rent Subsidy	32,592	33,518
HOME Rental Assistance		
Total Rental Operations:	97,483	95,069
Other Income:		
Service Income	1,266	509
Interest Income	7	4
Commercial Income		
Other Income - Insurance Proceeds		3,965
Other Income - Program Grants/Fundraising		
Other Income - Apartment Damages & Fees	586	1,000
Total Other Income:	1,859	5,478
Total Rental Operations Receipts:	99,342	100,547
Disbursements:		
Administrative	21,464	29,906
Utilities	11,779	12,600
Maintenance	36,171	37,936
General	24,982	10,766
Other		
Total Rental Operations Disbursements:	94,396	91,208
Cash Provided by Rental Operations before Debt Service:	4,946	9,339
Amortization of Mortgages		
Cash Provided by Rental Operations after Debt Service:	4,946	9,339
Other Receipts:		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		
Other Disbursements or Transfers:		
Transfers to Restricted Cash Reserves & Escrows	7,200	7,200
Transfer to Tenant Security Deposit Account		
Payment of Partner's Distributions		
Other - Mortgage Principal Payments	4,924	4,439
Net Increase or (decrease) in Project Account Cash:	(7,178)	(2,300)
Project Account Cash Balance at Beginning of Year	(81,552)	(79,252)
Project Account Cash Balance End of Year	(88,730)	(81,552)
Composition of Project Account Cash Balance at End of Year:		
Petty Cash		
Unrestricted Reserve (if applicable)		
Total Project Account Cash at End of Year		

The Way Home
 Schedule of Restricted Cash Reserves and Escrows - Project #90472 - Ferry Street - Allentown
 For the Fiscal Year Ended June 30, 2017

Description of Fund:	Deposits: Balance at Beginning of Year	Transfers from Operations Account	Net Interest Earned	Withdrawals: Transfer to Operations Account	Balance End of Year
Restricted Accounts:					
Tax Reserve	5,717.56	5,382.00	2.30	5,300.00	5,801.86
Insurance Reserve	2,746.55	3,960.00	5.20	6,507.82	203.93
Replacement Reserve	45,387.08	7,200.00	60.54	0.00	52,647.62
Operating Reserve	287.12	0.00	0.00	0.00	287.12
Other Reserve	17.40	0.00	0.00	0.00	17.40
Total Restricted Cash Reserves & Escrows	54,155.71	16,542.00	68.04	11,807.82	58,957.93

**The Way Home
Schedule of Surplus Cash Calculation
Project #90472 - Ferry Street - Allentown
For the Fiscal Year Ended June 30, 2017**

Net Income/(Loss)	4,946
Add Depreciation & Amortization	
Deduct Required Principal Payments	4,439
Deduct Required Payments to Replacement Reserve	7,200
Deduct Interest Income on Restricted Cash Reserves & Escrows	4
Add/Deduct any NHHFA Approved Items (detailed list required)	
Add Distribution from Reserves	
Surplus Cash	(6,697)
Distribution of Surplus Cash:	

The Way Home
Year-to-Date Compilation of Owner's Fee/Distributions
Project #90472 - Ferry Street - Allentown
For the Fiscal Year Ended June 30, 2017

Fiscal Year Ending	Maximum Allowable Distribution 4% of Gross Receipts	Distribution Received	Balance
6/30/2009	2,204.72	0.00	2,204.72
6/30/2010	2,844.00	0.00	5,048.72
6/30/2011	3,512.50	0.00	8,561.22
6/30/2012	3,436.32	0.00	11,997.54
6/30/2013	3,470.56	0.00	15,468.10
6/30/2014	3,560.36	0.00	19,028.46
6/30/2015	3,401.12	0.00	22,429.58
6/30/2016	4,021.88	3,172.00	23,279.46
6/30/2017	3,973.68	0.00	27,253.14

Note: Distributions of \$1,256 for FY14 and \$1,816 for FY15 totalling \$3,172 were received

**The Way Home
Schedule of Rental Operations Expenses - Project #90538- 224 Spruce Street
For the Fiscal Year Ended June 30, 2017**

Expenses:	FY17	FY16
Administrative:		
Management Fee	3,698	3,845
Marketing		
Audit Expense	500	1,000
Legal	0	
Bad Debt Expense	5,634	
Other Admin	5,183	9,625
Total Admin Expense:	15,015	14,470
Utilities:		
Electricity	1,633	1,963
Fuel	2,503	2,007
Water-Sewer	2,665	3,608
Other Utility Expense		
Total Utility Expense:	6,801	7,578
Maintenance Expense:		
Custodial Payroll		
Custodial Supplies	75	
Maintenance Support	8,694	9,432
Exterminating		
Trash Removal	75	72
Snow Removal	1,351	730
Painting & Decorating	3,620	
Grounds & Landscaping		
HVAC Repairs & Maintenance		
Elevator Repairs & Contract		
Repairs (Materials)		
Repairs (Contract)	2,248	2,037
Other Maintenance	1,647	1,954
Total Maintenance Expenses:	17,710	14,225
Depreciation & Amortization:		
General Expenses:		
Insurance	2,063	2,058
Real Estate Taxes	3,996	4,330
Uncollectible Accounts		
Mortgage Interest Payments		
Total General Expenses:	6,059	6,388
Total Rental Operations Expense:	45,585	42,661

**The Way Home
Schedule of Receipts & Disbursements - Project #90538 - 224 Spruce Street
Operating Account for the Fiscal Year Ended June 30, 2017**

Source of Funds:	FY17	FY16
Rental Operations:		
Tenant Paid Rent	21,795	15,245
HAP Rent Subsidy	16,136	24,187
Total Rental Operations:	37,931	39,432
Other Income:		
Service Income		
Interest Income	11	1
Commercial Income		
Other Income - SGIA Shelter Funds		
Other Income - Program Grants/Fundraising		
Other Income - Apartment Damages & Fees		
Total Other Income:	11	1
Total Rental Operations Receipts:	37,942	39,433
Disbursements:		
Administrative	15,015	14,470
Utilities	6,801	7,578
Maintenance	17,710	14,225
General	6,059	6,388
Other		
Total Rental Operations Disbursements:	45,585	42,661
Cash Provided by Rental Operations before Debt Service:	(7,643)	(3,228)
Cash Provided by Rental Operations after Debt Service:	(7,643)	(3,228)
Other Receipts:		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		
Other Disbursements or Transfers:		
Transfers to Restricted Cash Reserves & Escrows	1,008	1,008
Transfer to Tenant Security Deposit Account		
Payment of Partner's Distributions		
Other - Return on Equity/Owner's Fee		
Net Increase or (decrease) in Project Account Cash:	(8,651)	(4,236)
Project Account Cash Balance at Beginning of Year	5,904	10,140
Project Account Cash Balance End of Year	(2,747)	5,904
Composition of Project Account Cash Balance at End of Year:		
Petty Cash		
Unrestricted Reserve (if applicable)		
Total Project Account Cash at End of Year		

The Way Home
Schedule of Restricted Cash Reserves and Escrows - Project #90538 - 224 Spruce Street
For the Fiscal Year Ended June 30, 2017

Description of Fund:	Deposits: Balance at Beginning of Year	Transfers from Operations Account	Net Interest Earned	Withdrawals: Transfer to Operations Account	Balance End of Year
Restricted Accounts:					
Tax Reserve	2,320.00	4,818.00	2.72	3,996.02	3,144.70
Insurance Reserve	2,043.30	2,028.00	3.50	3,904.02	170.78
Replacement Reserve	3,285.00	1,377.00	4.85	0.00	4,666.85
Operating Reserve	15,004.78	0.00	17.54	0.00	15,022.32
Other Reserve	0.00				0.00
Total Restricted Cash Reserves & Escrows	22,653.08	8,223.00	28.61	7,900.04	23,004.65

**The Way Home
Schedule of Surplus Cash Calculation
Project #90538 - 224 Spruce Street
For the Fiscal Year Ended June 30, 2017**

Net Income/(Loss)	(7,643)
Add Depreciation & Amortization	
Deduct Required Principal Payments	
Deduct Required Payments to Replacement Reserve	1,008
Deduct Interest Income on Restricted Cash Reserves & Escrows	
Add/Deduct any NHHFA Approved Items (detailed list required)	
Add Distribution from Reserves	
Surplus Cash	(8,651)
Distribution of Surplus Cash:	

The Way Home

Year-to-Date Compilation of Owner's Fee/Distributions

Project #: 90538 - 224 Spruce Street

For the Fiscal Year Ended June 30, 2017

Fiscal Year Ending	Maximum Allowable Distribution - 4% of Gross Receipts	Distribution Received	Balance
6/30/2011	1,018.88	0.00	1,018.88
6/30/2012	1,575.84	0.00	2,594.72
6/30/2013	1,680.64	0.00	4,275.36
6/30/2014	1,565.44	0.00	5,840.80
6/30/2015	1,606.00	0.00	7,446.80
6/30/2016	1,577.28	0.00	9,024.08
6/30/2017	1,517.68	0.00	10,541.76

The Way Home Board of Trustees – as of June 23, 2017
Officer Terms End June 2019

Rick Blais - Board President **Start on Board 6/2015**
Primerica Advisors - 735 Chestnut Street - Manchester, NH 03103 - *Senior Vice President*

Sara Beaudry - Board Vice President **Start on Board 2/2015**
Intown Manchester - 1000 Elm Street, Manchester NH 03101 - *Executive Director*

Kaylyn Landry – Board Treasurer **Serving 2nd 3-year Term- Off 6/2018**
BerryDunn 1000 Elm Street 15th Floor Manchester, NH 03101 - *CPA, Sr. Auditor*

Mary Beth White - Board Secretary **Enters 2nd 3-year term 6/2018**
Bank of New Hampshire - 62 Pleasant Street - Laconia, NH 03246-3422 *AVP-Banking Office Manager*

Brian Shaughnessy - President Emeritus **Serving 2nd 3-year Term- Off 6/2018**
Kazan & Shaughnessy, PLLC 24 Eastman Avenue - Suite C3 Bedford, NH 03104 - *Attorney*

Linda Grant – Board Member **Start on Board 8/2015**
Paralegal and a Veteran

Ellen Kurtz – Board Member **Serving 2nd 3-year Term- Off 6/2018**
Retired - Mercy Housing

Robert Previti - Board Member **Start on Board 4/2017**
Stebbins, Lazos & Vab Der Beken, P.A. - 889 Elm Street 6th Floor - Manchester NH 03101 - *Attorney*

David “Rocky” Rothwell – Board Member **Serving 2nd 3-year Term- Off 6/2019**
Veteran, Low Income Representative

Ron Sayres - Board Member **Serving 2nd 3-year term - Off 6/2019**
SKY Counseling Services LLC - *MS, MLADC*

Mary Sliney
Executive Director/Empowerment Educator

RESUME

The Way Home, Inc, Manchester, NH

1989 - Present Executive Director/Empowerment Educator

1995 - Present Housing Services and Healthy Home Services Project Manager

1988 - 1996 Security Deposit Loan Fund Manager

SKILLS: Organizational Management & Accounting
budget & financial reports preparation
program development & grant writing, public relations
business procedures development
Staffing Team Development
supervising staff & volunteers
training staff & volunteers
Community Advocacy
identifying and convening stakeholders
facilitating group process and problem-solving forums
issue oriented strategic planning, empowerment training

1987 - 1990 Leadership Development - Women in Search of Hope, (WISH) Manchester, NH

SKILLS: program planning
group process facilitation
communication and negotiation
conflict resolution
designing & implementing empowerment programs

1977 - 1987 Community Organizer - WISH and Public Housing Project, Manchester, NH

SKILLS: listening to needs and issues, identifying potential leaders
building participation, designing strategies, action plans
educating, problem solving

Other Experience: Member, Manch. 10 Yr Plan to End Homelessness Steering Com 2008-present
Member, Manchester Continuum of Care Leadership Team, 2008-present
Member, Gov's Inter-Agency Council Ending Homelessness, 2003-present
Member, Mayor's Steering Com. - Plan to End Homelessness, 2008-present
Member, NH Lead Collaborative, 2007-present
Member, Gtr Manchester Partners Against Lead Poisoning; 1998-present
Member, Metro Center Affordable Housing Coalition, 2007-2008
Executive Committee, NH Coalition to End Homelessness, 2000-2006
Graduate of Leadership NH; 2002 Class
Graduate, Manchester Chamber of Commerce 1998 Leadership Class
Chair, Manchester Area Homeless Continuum of Care; 1995-2000
Chairperson, Low Income Housing Network of Gtr Manch.; 1988-1998
Internship - Regional Self-reliance; 1981-83
Social Justice Educator - NH Sisters of Mercy; 1977-81

Education: MST, Environmental Education, Antioch New England, Keene, NH, 1983
BA, Mt. St. Mary College, Hooksett, NH, 1971

Anne Elizabeth Rawson

2007- Present Director of Finance and Administration - The Way Home - Manchester, NH

2007-Present Non-Profit Consultant

**NH Hospice & Palliative Care Organization - Concord NH
Vermont Coalition of Clinics for the Uninsured - Burlington VT
Bennington Free Clinic- Bennington VT**

Responsible for all aspects of business including finance & accounting, human resources, technology, property management and grant management. Created and implemented new accounting system, including a sub-set of grant accounting. Oversee building renovation projects and financing. Oversaw construction of low-income housing buildings in Manchester, NH.

2001-2007 Director of Finance & Human Resources Bi-State Primary Care Assoc - Concord, NH

Accomplishments include:

- 1) Design of new accounting systems to accommodate fiscal year & grant year accounting
- 2) Refined internal systems to accommodate significant growth over the last several
- 3) Internal system controls resulting in audits by external CPA/funders with no adjustments, findings, or recommendations
- 4) Creation of PCA Salary & Benefit Survey, creating a document containing valuable information specific to the industry

1997-2000 Fiscal Officer Community Action, Inc Haverhill, MA

Accomplishments include:

- 1) Effective reorganization of fiscal staff
- 2) Installation of an agency-wide computer network
- 3) Installation of new accounting software
- 4) Developed new accounting policies, procedures and processes
- 5) Developed effective formulas to maximize funding from each funding source

1991-1997 Associate Executive-Finance & Personnel Beverly Regional YMCA - Beverly, MA

Accomplishments include:

- 1) Centralizing of business and personnel functions over multiple sites
- 2) Developed financial and personnel policies and procedures for the entire organization
- 3) Integral part of rapid organizational growth - from \$1.2M budget, 3 facilities, 100 employees in 1994 - to \$5.5M budget, 9 facilities, 300 employees in 1997
- 4) Completed installation of Novell WAN connecting all facilities to central membership data base
- 5) Completed a merger with the Cape Ann YMCA in Gloucester, MA - responsible for defining, developing and resolving consolidation issues in the finance and personnel areas.

1972-1991 Endicott College - Beverly, MA

Vice President/Finance & Administration	(1990-1991)
Controller/Business Manager	(1986-1990)
Controller	(1985-1986)
Assistant to VP Business Affairs	(1976-1985)
Purchasing Agent/Bookstore Mgr	(1974-1976)
Purchasing Assistant	(1972-1974)

Accomplishments include:

- 1) Installation of college's first computer system in 1980, design/implementation of accounting software for student billing and accounting systems
- 2) Financial oversight of three major building constructions
- 4) Installation of telephone system for all offices and 600 student rooms, including voice mail and billing system
- 5) Additional experience in labor negotiations and management - faculty and security unions on campus.

Education:

1971 Graduate - Beverly High School, Beverly, MA

Courses completed towards Business Management at No Shore Community College, Salem State College, NH College

1986 NACUBO Certification in Fund Accounting

Other Interests:

January 1991- 2007:

Health Quarters, Beverly, MA Board of Directors
Treasurer and Chairman Finance Committee, President

November 1980-present:

Volunteer services to:

Junior Achievement

Children's Museum, Portsmouth, NH

American Heart Assoc

American Cancer Society

Resume – Izet Hamidovic

2007-Present The Way Home – Assistant Program Manager for Homeless Programs

September 2004 – Present: Housing Counselor

The Way Home
214 Spruce Street
Manchester, NH 03103

Izet Hamidovic came to Manchester as a Bosnian refugee. As an experienced Tenant Coordinator from his stay in Germany, 6/93-10/97, he gained additional experience as a Tenant Ambassador for Manchester Neighborhood Housing Services (MNHS) from 3/01-12/04. His work with MNHS included:

Coordinating tenant meetings and providing needed information.

Handling face-to-face meetings with new tenants of diverse backgrounds.

Helping tenants with employment information.

Identifying residents interested in educational opportunities, health care and business.

Maintaining clear and concise records for reporting to the MNHS staff.

During this time Izet also worked as a translator for the New England Farm Worker Council and the NH Employment Services. Prior to being hired by The Way Home he worked closely with our Housing Counselors from February- September in 2004 to assist workers laid off from the closing of the Jac Pac Plant, many of whom needed a translator who spoke Bosnian.

During the last 13 years at The Way Home, Izet has provided excellent service to both homeless and rental housing counseling clients. His strong sense of money management and setting goals makes him an excellent teacher and role model. Izet visits all homeless shelters on a regular basis. His ability to assist and challenge has given him success in helping homeless persons take the necessary steps to move from a shelter into an apartment.

Izet continues to be an advocate for refugees and adds to our capacity to serve multi-cultural clients. In 2007, Izet became chair of the Homeless Liaison Committee. He works with the chronically homeless individuals, doing one-on-one counseling, working with budgets, life skills and other supportive services to nurture their independence and advocate for greater opportunity.

DIANNE PITTS
Senior Housing Counselor

EXPERIENCE:

THE WAY HOME 2016 - Present

- Senior Housing Counselor
Interviewing clients, assisting with steps to becoming successful in their housing

THE WAY HOME 1991 – 2016

- Housing Services Program Director
Responsible for the day to day operations of all housing services programs
- Senior Housing Counselor
Interviewing clients, assisting with steps to becoming successful in their housing
Supervising client services volunteers and housing counseling staff
- Steps To Success Program Coordinator
Structures procedures for case management
Provides case management for the families in Steps to Success Program
 - < Provide an intensive assessment of needs, personal history, goal setting
 - < Set up individual Steps To Success contracts and update semi-monthly
 - < Meet regularly with participant to work on planning skills
 - < Coach participant to reach benchmarks
 - < Encourage participation in skills building workshops
 - < Refer to Family Support Worker for help search for permanent housing
 - < Refer to Housing Counselor for taking steps to secure permanent housing
 - < Monitor participant=s progress

NEW ENGLAND EYE ASSOCIATES 1982 - 1984

- Office Manager - Duties were to supervise five staff - Payroll - Full charge bookkeeper - Schedule surgeries - Assisted with insurance forms; Prepared billing.

BANK EAST 1970 - 1982

- Main Office Teller - Supervisor - Supervised twenty-five tellers - Did yearly reviews for each individual; Responsible for hiring and termination; Developed scheduling and work assignments; Responsible for maintaining all monies for the main vault and branch offices.

EDUCATION:

- NEW HAMPSHIRE TECHNICAL COLLEGE, Human Services, Associates Degree
1991
- NOTRE DAME COLLEGE Special Education Program - 16 credits 1989

OTHER TRAINING and Community Involvement:

- Client Advocate, Public Utilities Commission, 2006-Present
- Manchester Homeless Continuum of Care Leadership Team, Discharge Planning Committee and Community Awareness Committee 2005-Present
- FINDING THE WINNER WITHIN, Certified Instructor 1994-Present
- Human Service Advisory Committee, NH Community Technical College, 1999-Present

- Family Self-Sufficiency Advisory Board, Manchester Housing Authority 1999-Present
- Homeless Healthcare Advisory Committee, Manchester, NH 1999-Present
- Manchester Round Table on the impact of homelessness on children, 2003-Present
- HABITAT FOR HUMANITY, Manchester, NH Board of Directors 1999-2001
- Created and taught four, six hour NHHFA statewide workshops
- NERSC New England Resident Services Coordinator 2004
- GMASA-Greater Manchester Area of Social Services
- Homeless Healthcare Advisory Committee

- Continuing Education Workshops, 1991-present; including:
 - Motivational Interviewing and Assessment workshop
 - Workshops Pertaining to the Development and Success of Families;
 - How to Handle Angry Clients
 - Personnel Workshop
 - Staying Legal
 - Legal Aid-Clients Rights and Fair Housing
 - Children and Depression
 - Volunteer NH
 - Mastering Multiple Projects
 - Employee Handbook Dos and Don'ts
 - Hud-McKinney-Vento for Homeless Children;
 - Childhood Lead Hazard Prevention Training 2002

Lea J. Key
Housing Counselor

Employment History:

The Way Home

2000 - Present

- **Housing Counselor** - with special attention to homeless prevention practical and effective combination of advocacy; self-empowerment and understanding of reasonable modifications to create avenues of success
- **Assistant Project Manager** - Assists record keeping for the Housing Security Guarantee Program and the NH Rental Guarantee Program
- **Special Needs Advocate** - works with homeless clients on obtaining ID's

Salvation Army – Manchester, NH

1998 - 2000

Cook for Kid's Café Program

Veteran's Administration – Manchester, NH

1986 - 1996

Certified Nurse's Assistant,

Kokua Nurses, Honolulu, Hawaii

1980 - 1982

Certified Nurse's Assistant

Training

PIC- Parent advocate training

Peer Educator, Minority Health Coalition, Manchester N.H.

The Way Home AmeriCorps - Housing Advocacy Project

Practical experience with court advocacy regarding evictions

Home visits for special needs clients

Steps to Success Coach for 20 families with diverse needs

Nat'l Summit on Homelessness training in Wash, DC - 2002 and 2006

NH Homeless Providers Conference (3 years)

NH Homeless Providers Conference - North Conway, NH (3 years)

NH Legal Assistance - Housing and Court Advocacy (eviction process)

HUD Grant Writing-February 2004

HUD McKinney Technical Assistance Workshop-2003

HUD- Program Evaluation Training - 2005

Member-Manchester Continuum of Care- 2003-Present

Member of Advisory Board for Re-Entry Program - New Hampshire State Prison 2005 - 2008

Education:

Bachelor of Science - Springfield College of Human Service

CNA License

- Interviews clients applying for security deposits loans to help secure affordable housing
- Inspects apartments for damages/safety in meeting Manchester housing codes
- Assists in fundraising activities for the agency
- Presents at NeighborWorks of Greater Manchester for first time home buyer seminars

05/88- 07/05 *Certified Housing Counselor and Certified Credit Counselor, Consumer Credit Counseling Service of NH & VT, Concord NH*

- Interviewed clients with housing issues, budget problems, and credit problems
- Motivated clients to make needed changes for financial improvement
- Evaluated the client financial status and guided clients through the decision making process
- Make proper referral to employment agencies, government agencies and other valued sources
- Provided clients with a Debt Management Program and an action plan to correct immediate problems
- Responsible for marketing to social agencies, creditors, and employers
- Responsible for education presentations to keep the community informed about budgeting, wise use of credit and housing issues
- Provided counseling for clients by face-to-face, phone, and online sessions
- Quality Assurance Team leader for three years insuring high quality of service provided by the agency to clients, community, and employees

Interests

05/93- Present Co- President, The Women's Club of The Parish of The Transfiguration
 10/96- Present Religious Education Teacher, Parish of The Transfiguration
 03/07- 12/11 Secretary, Manchester Accessible Housing Initiative
 06/95- 07/99 Patients Advisory Board, Dartmouth- Hitchcock Clinic

Cindy M. Bringhurst
Housing Advocate/Housing Counselor

COMPETENCIES:

- 10 years experience as a Manager: providing oversight and responsible for programs that include staff, volunteers and clients/consumers.
- 15 years experience of advocacy and community networking support.
- Solid computer skills: Microsoft Office, Access/database management, Publisher, PowerPoint, PageMaker Desktop Publishing, Adobe Photoshop, Java programming
- Bachelors of Science in Business Information Systems and Master in Business Administration.

EMPLOYMENT:

The Way Home
Manchester, NH

7/16-Present

Housing Advocate / Counselor

Provide case management and develop programs for the clients in The Way Home's transitional shelter

Assist the Executive Director with grant reporting and statistical documents

Gateways Community Services
Nashua, NH

5/14-6/16

Gateways Community Services provides support for individuals with disabilities and their families who reside in region VI, the Nashua area.

Independent Contractor

Provide a home to a young woman with Autism. I am responsible for the advocacy for her day and residential programming, budgetary aspects and timely paperwork relative to goals and progress. In addition, I serve as her guardian and am responsible for the recruitment and oversight of Family Support Staff, day and residential programs.

Independent Services Network
Manchester, NH

Independent Services Network is a statewide organization that offers a variety of programs that focus on the integration of individuals with disabilities within the community. They have various programs that aid in the implementation of this philosophy: Residential, Day and an Art Program.

Independent Contractor

1993-2014

Earned "Excellence in Service" award from Area Agency Region VI in 1999.

Earned "Award of Excellence" from Independent Services Network in 1996.

Provide a home for an individual with Autism for 20 years; served as an advocate, and am responsible for the successful implementation of residential goals.

Residential Manager

6/06-2010

My responsibilities were inclusive of the oversight of programs for individuals that reside in regions IV and VI. For every one of these programs, it was important to monitor the goals/objectives, needs, and it was also the expectation that this be done with strict adherence to state regulations. Furthermore, I fully participated in the RFP process, which encompasses the review of confidential information, consultation with interested parties, writing/submission of the proposal and the timely creation of a budget based on the needs of the program to the respective agency. Additionally, I maintained a database, which I created to track valuable information and contacts with all of the interested parties.

Executive Assistant/Human Resource Manager

12/05-6/06

Assisted the President and Management team with various tasks and was responsible for the recruitment and hiring of staff for 4 of our 5 programs.

EDUCATION:

Rivier College

Nashua, New Hampshire

B.S. Business Information Systems

5/05 Graduate

M.A. of Business Administration

1/09 Graduate

- Undergrad and Graduate degrees integrated Spanish language and literature classes.

OTHER:

- Volunteer taught the following classes at the Academy for Science and Design:
International Business
Economics
- Able to read, write and speak in Spanish- currently a holder of a Certificate of Eligibility for Spanish.

Education

Bachelor of Science Degree in Consumer Studies
Minor in Merchandising
University of New Hampshire, Durham, NH, May 1983

Certifications

05/93-02/09 **Certified Consumer Credit Counselor** by National Foundation for Consumer Credit
05/05- Present **Certified Housing Counselor** by National Foundation for Consumer Credit
03/09- Present **Certified Foreclosure Intervention and Default Counseling** by NCHCEC
09/09- Present **Certified Post- Purchase Homeownership Education** by NCHCEC
11/10- Present **Certified Housing Counseling** by NCHCEC
08/11-Present **Certified Pre-Purchase Homeownership Education** by NCHCEC

Trainings: Certificate of Completion

NCHCEC - Beginning to Intermediate Foreclosure Prevention, June 2006

- Home Equity Conversion Mortgages, May 2006
- Foreclosure Intervention and Default Counseling Certification Part 1, August 2008
- Advanced Foreclosure; Case Study Practicum, February 2009
- Developing and Implementing an Effective Foreclosure Program, February 2009
- Post-Purchased Education Methods, August 2009
- Home Equity Conversion Mortgages Advanced Level Training, December 2009
- Home Equity Conversion Mortgages, December 2009
- Developing Effective Loss Mitigation Negotiation and Sales Skills, December 2009
- Reverse Mortgage Counseling: Case Study Practicum, March 2010
- Introduction to HUD's HECM Counseling Program Procedures and Roster, March 2010
- Effective Group and Telephone Foreclosure Counseling Specialist, March 2010
- Homeownership Counseling Certification: Principles, practices and Techniques Part I, November 2010
- Homebuyer Education Methods: Training the Trainer, August 2011
- Delivering Effective Financial Education for Today's Consumer, December 2011
- Financial Coaching: Helping Clients Reach Their Goals, December 2011

Certificate of Achievement

- Alternatives to Foreclosure for Housing Counselors, Freddie Mac, June 2007
- HUD Approved Lead Safe Renovation Training Program, State of New Hampshire Dept. of Health and Human Services, March 2008

Pre-Licensing Education Certificate

- 20 Hour SAFE Comprehensive Mortgage Loan Originator: Mortgage Lending Principles & Practices, MBBA of NH, May 2010

Employment

07/05- Present ***HUD Housing Counseling Specialist, The Way Home, Manchester NH***

- Works with homeowners to prevent mortgage default
- Works with homeless, low income rental clients to secure safe and affordable housing
- Trains all housing counselors on Fannie Mae HCO and administrates the system
- Helps to maintain housing by analyzing housing needs: works with clients in and obtaining Public Housing and Section 8 Program
- Works with clients on budgeting, credit problems and developing an action plan
- Assists clients with rental and mortgage delinquencies to prevent eviction or foreclosure
- Educates transitional housing program clients on credit repair, budgeting, banking, savings, ID theft, and predatory lending
- Assists in some grant writings
- Prepares HUD 9902 and logic model reports

Barbara Jean Dunn
Housing Fund/Business Office Assistant/HMIS Data Entry

1/2008-Present Business Office Assistant The Way Home Manchester, NH

Responsible for assisting in all aspects of the business office including accounts payable, accounts receivable, invoicing and accepting rental payments and making all deposits.

Also responsible for data entry into the Homeless Management Information System program.

Provides client services for NH HSGP & NH HHARLF Program participants.

1996-2010 Part Time Data Entry Clerk FedEx Ground Londonderry, NH

Responsible for the entry of all data associated with each driver and their deliveries.

Also responsible for other basic office duties.

1992-1994 Part Time Sales Associate JoAnn Fabrics Hooksett, NH

Responsibilities include cashiering, stocking shelves and accurately measuring and cutting fabrics.

Education:

1975 Graduate - Beverly High School, Beverly, MA

Business course in accounting completed at North Shore Community College Beverly, Ma.

Other Interests:

1994-1998:

Girl Scouts of America, Manchester, NH

Cookie Mom for my daughter's troop and chaperone as needed for trips.

1990-1994:

Manchester School District Manchester, NH

Volunteer at the kindergarten level

1993-1994:

Manchester School District Manchester, NH

Teacher Assistant in Side-By-Side special needs program

1978-present:

American Red Cross

Donna Olivo

Objective

Seeking to join a team where I can apply my skills in a good company that can offer room for advancement.

Skills

- Excellent computer skills
- Fluent in Spanish and English
- Highly organized

Experience:

The Way Home - Manchester, NH

October 2015 - present

Intake & Referral/Receptionist

- Complete intake for new clients
- Provide referrals to other available resources
- Answering phone, keeping appointment calendar, other receptionist duties

Office Team - Manchester, NH

September 2014 – December 2015

Temporary Service Company

Answering phone, Appointment reminder, Scheduling appointments.

Attorney Raymond Kelly - Manchester, NH

June 2008 - present

Translator

- Provides accurate English translation for Spanish speaking clients
- Translates written legal documents from Spanish to English for Attorneys
- Accommodates clients and provides excellent customer service

Attorney BJ Branch - Manchester, NH

June 2011 - present

Translator

- Responsible for providing accurate English translation for Spanish speaking clients
- Reads both English and Spanish legal documents and translates accordingly
- Serves as a intermediary between client and Attorney

Personal Touch - Londonderry, NH

December 2003 - April 2004

Professional Homemaker

- Worked directly with client providing companionship and assistance with personal goals
- Cleaned, vacuumed and dusted clients living area
- Cooked nutritious meal

Education:

Manchester School of Technology Class 2006

General Education Development GED

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this contract	Amount Paid from this contract
Mary Sliney	Executive Director/Program Manager	\$70,000	20.0%	14,000.00
Anne Rawson	Director of Finance & Administration	\$60,000	12.0%	7,200.00
Izet Hamidovic	Assistant Program Manager	\$15,569	10.0%	1,556.90
Dianne Pitts	Housing Counselor	\$12,500	50.0%	6,250.00
Lea Key	Housing Counselor	\$36,504	41.0%	14,966.64
To Be Hired	Housing Counselor	\$33,280	25.0%	8,320.00
Cindy Bringham	Housing Counselor	\$34,320	35.0%	12,012.00
Mari DeBlois	Housing Counselor	\$52,000	11.0%	5,720.00
Donna Olivo	Housing Advocate	\$27,040	50.0%	13,520.00
Barbara Dunn	Acctng & Data Clerk	\$31,200	45.0%	14,040.00
Christina Barton	Healthy Home Educator/Housing Advocate	\$29,120	35.5%	10,326.46

30 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

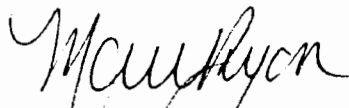
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS FUND

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

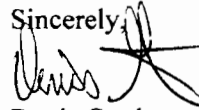
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30,24

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Way Home, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 214 Spruce Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$187,330 from \$374,660 to read: \$561,990.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maurice Ryan
Name: Maurice Ryan
Title: Director

The Way Home, Inc.

5/12/2017
Date

Mary Stiney
Name: Mary Stiney
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 5/12/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Anne E. Rawson
Signature of Notary Public or Justice of the Peace

Anne E. Rawson - Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires 2/28/19



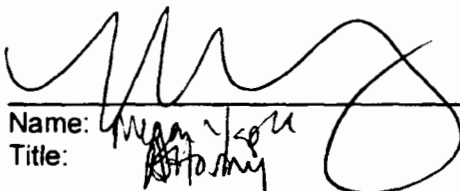


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/24/17


Name: William J. Cole
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$187,330.00
SFY17	not to exceed \$187,330.00
SFY18	not to exceed \$187,330.00
July 1, 2015 – June 30, 2018:	not to exceed \$561,990.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$239,186.00
Intervention Services	<u>\$322,804.00</u>
Total program amount	\$561,990.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #1

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



40 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-In-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguente's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
28. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army Mckenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	78
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist



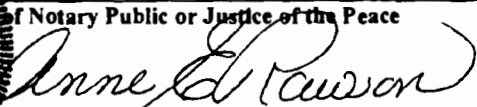
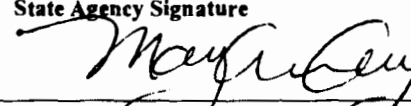
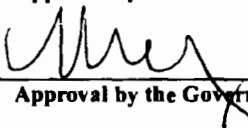
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Way Home, Inc.		1.4 Contractor Address 214 Spruce Street Manchester NH 03103	
1.5 Contractor Phone Number 603-218-1421	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$374,660
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  			
1.15 Name and Title of Notary Public or Justice of the Peace Anne E. Rawson - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conway Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yoder - Attorney On: 8/4/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: JLS
Date: 6/29/15

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: MS
Date: 6/29/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block I.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 I.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 I.2 and I.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. **CONDITIONAL NATURE OF AGREEMENT**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. 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.
 - 1.6. All programs under this contract 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>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$187,330.00
SFY17	not to exceed \$187,330.00

July 1, 2015 – June 30, 2017: not to exceed \$374,660.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Transitional Shelter Services	\$103,712.00
Intervention Services	<u>\$270,948.00</u>
Total program amount	\$374,660.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to OMB Circular A-110:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

[Handwritten Signature]
6/29/15



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)

214 Spruce St., Manchester, Hillsborough Cty, NH 03103
434 Lake Ave, Manchester, Hillsborough County, NH 03103

Check if there are workplaces on file that are not identified here.

Contractor Name:

6/29/15
Date


Name: Mary Sliney
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *The Way Home*

Mary Slaney

6/29/15
Date

Name: *Mary Slaney*
Title: *Executive Director*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

The Way Home

Mary Slaney

6/29/15

Date

Name:

Mary Slaney

Title:

Executive Director

MS

6/29/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

MS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/29/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

6/29/15
Date

Contractor Name: The Way Home
Mary Slaney
Name: Mary Slaney
Title: Executive Director

Exhibit G

Contractor Initials MS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 6/29/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *The Way Home*

Mary Sloney

6/29/15
Date

Name: *Mary Sloney*
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

MS

6/29/15



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

RS

6/25/15



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHHS
 The State
Mary Sloney
 Signature of Authorized Representative
Mary Ann Conway
 Name of Authorized Representative
Associate Counselor
 Title of Authorized Representative
7/12/15
 Date

The Way Home, Inc.
 Name of the Contractor
Mary Sloney
 Signature of Authorized Representative
Mary Sloney
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
June 29, 2015
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *The Way Home*

Mary Sliney

Name: *Mary Sliney*
Title: *Executive Director*

6/29/15
Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 146 234 211 0000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (Tri-County CAP), (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$163,154 from \$489,462 to read: \$652,616.
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget Sheet.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-24-18
Date

Name: Christie Tappan
Title: Associate Commissioner

Tri-County Community Action Program, Inc.

2/12/18
Date

Name: Jeanne L. Robillard
Title: Chief Executive Officer/ Operations Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on 12 February 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne C. French Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6-19-18

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



OFFICE OF THE ATTORNEY GENERAL

Date 5/9/16

Name: [Signature]
Title: Megan A. Apple
Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$163,154.00
SFY17	not to exceed \$163,154.00
SFY18	not to exceed \$163,154.00
SFY19	not to exceed \$163,154.00
July 1, 2015 – June 30, 2019: not to exceed \$652,616.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$652,616.00
Total program amount	\$652,616.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules,



Exhibit B – Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
6. USE OF GRANT FUNDS
- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Tri-County CAP

Budget Request for: State Grant-In-Aid Funds

Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)

1. Total Salary/Wages	\$ 167,903.21	\$ 11,384.79	\$ 179,288.00	\$ 78,259.21	\$ 11,384.79	\$ 89,644.00	\$ 89,644.00	\$ 89,644.00
2. Employee Benefits	\$ 48,819.75	\$ 3,310.26	\$ 52,130.00	\$ 22,754.75	\$ 3,310.26	\$ 26,065.00	\$ 26,065.00	\$ 26,065.00
3. Consultants	\$ 3,096.07	\$ 209.93	\$ 3,306.00	\$ 1,443.07	\$ 209.93	\$ 1,653.00	\$ 1,653.00	\$ 1,653.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,633.26	\$ 110.74	\$ 1,744.00	\$ 761.26	\$ 110.74	\$ 872.00	\$ 872.00	\$ 872.00
Repair and Maintenance	\$ 408.31	\$ 27.69	\$ 436.00	\$ 190.31	\$ 27.69	\$ 218.00	\$ 218.00	\$ 218.00
Purchase/Depreciation	\$ 1,588.30	\$ 107.70	\$ 1,696.00	\$ 740.30	\$ 107.70	\$ 848.00	\$ 848.00	\$ 848.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,217.45	\$ 82.55	\$ 1,300.00	\$ 567.45	\$ 82.55	\$ 650.00	\$ 650.00	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 814.76	\$ 55.25	\$ 870.00	\$ 379.76	\$ 55.25	\$ 435.00	\$ 435.00	\$ 435.00
Office	\$ 2,715.85	\$ 184.15	\$ 2,900.00	\$ 1,265.85	\$ 184.15	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
6. Travel	\$ 3,455.69	\$ 234.32	\$ 3,690.00	\$ 1,610.69	\$ 234.32	\$ 1,845.00	\$ 1,845.00	\$ 1,845.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,742.80	\$ 457.20	\$ 7,200.00	\$ 3,142.80	\$ 457.20	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
Postage	\$ 187.30	\$ 12.70	\$ 200.00	\$ 87.30	\$ 12.70	\$ 100.00	\$ 100.00	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 24,060.56	\$ 1,631.44	\$ 25,692.00	\$ 11,214.56	\$ 1,631.44	\$ 12,846.00	\$ 12,846.00	\$ 12,846.00
Insurance	\$ 5,899.95	\$ 400.05	\$ 6,300.00	\$ 2,749.95	\$ 400.05	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
Board Expenses	\$ 408.31	\$ 27.69	\$ 436.00	\$ 190.31	\$ 27.69	\$ 218.00	\$ 218.00	\$ 218.00
9. Software	\$ 1,631.38	\$ 110.62	\$ 1,742.00	\$ 760.38	\$ 110.62	\$ 871.00	\$ 871.00	\$ 871.00
10. Marketing/Communications	\$ 1,123.80	\$ 76.20	\$ 1,200.00	\$ 523.80	\$ 76.20	\$ 600.00	\$ 600.00	\$ 600.00
11. Staff Education and Training	\$ 1,498.40	\$ 101.60	\$ 1,600.00	\$ 698.40	\$ 101.60	\$ 800.00	\$ 800.00	\$ 800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities: Heat, Hot Water and Electricity	\$ 10,604.93	\$ 719.07	\$ 11,324.00	\$ 4,942.93	\$ 719.07	\$ 5,662.00	\$ 5,662.00	\$ 5,662.00
Building and Grounds: Snow/Trash Removal, Building Repair, Lawns	\$ 9,696.52	\$ 657.48	\$ 10,354.00	\$ 4,519.52	\$ 657.48	\$ 5,177.00	\$ 5,177.00	\$ 5,177.00
Direct Client Services	\$ 7,398.35	\$ 501.65	\$ 7,900.00	\$ 3,448.35	\$ 501.65	\$ 3,950.00	\$ 3,950.00	\$ 3,950.00
Uniforms	\$ 1,311.10	\$ -	\$ -	\$ 611.10	\$ 88.90	\$ 700.00	\$ 700.00	\$ 700.00
Food	\$ 3,371.40	\$ 228.60	\$ 3,600.00	\$ 1,571.40	\$ 228.60	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
TOTAL	\$ 305,587.44	\$ 20,631.66	\$ 326,219.10	\$ 142,433.44	\$ 20,720.56	\$ 163,154.00	\$ 163,154.00	\$ 163,154.00

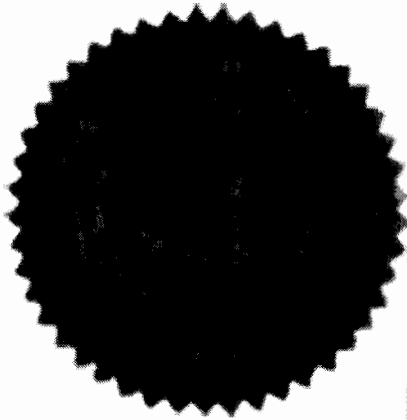
Indirect As A Percent of Direct 6.8%

Contractor Initials *HL*
Date *3/22/18*

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on February 27nd, 2018:

(Date)

RESOLVED: That the Chief Executive Officer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 22nd day of March, 2018.

(Date Contract Signed)

4. Jeanne L. Robillard is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

Kristen E. Partridge
(Signature of the Elected Officer)
Notary Public/Justice of the Peace

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 22nd day of March , 2018,

By Gary Coulombe.

(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)
Signature of the Elected Officer



Commission Expires November 22, 2022

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 22 August 2017:
(Date)

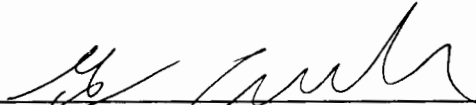
RESOLVED: That the Chief Executive Officer/ Operations Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12th day of February 2018.
(Date Amendment Signed)

4. Jeanne L. Robillard is the duly elected Chief Executive Officer /Chief Operations Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



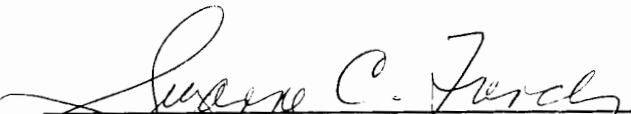
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 12th day of Feb., 2018,

By: Gary Coulombe.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com																						
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Technology Ins. Co.</td> <td>42376</td> </tr> <tr> <td>INSURER B:</td> <td>Wesco Ins. Co.</td> <td>25011</td> </tr> <tr> <td>INSURER C:</td> <td>AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Technology Ins. Co.	42376	INSURER B:	Wesco Ins. Co.	25011	INSURER C:	AmGuard Ins Co	42390	INSURER D:			INSURER E:			INSURER F:		
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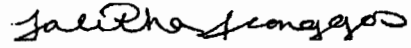
COVERAGES **CERTIFICATE NUMBER:** 17-18 All lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TPP1224751	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TPP1224751	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1565713	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRWC858263 (3a.) NH K. Matthews. R. Urban & W. Hatch excluded	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			TPP1224751	7/1/2017	7/1/2018	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

DHHS, State of NH Contracts & Procurement 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 T Franggos/JSC 
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MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

***Tri-County Community Action Programs...
Helping people, changing lives.***

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.

...Helping people, changing lives.

Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
FOR YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORTS**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

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To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2017 and 2016, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2017, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2016 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated November 16, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 10, 2017, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

November 10, 2017
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 505,700	\$ 589,806
Accounts receivable	1,326,994	1,248,318
Pledges receivable	205,804	229,419
Inventories	65,641	88,880
Prepaid expenses	<u>45,345</u>	<u>40,992</u>
Total current assets	<u>2,149,484</u>	<u>2,197,415</u>
PROPERTY		
Property, plant, and equipment	13,544,469	13,388,060
Less accumulated depreciation	<u>(5,317,470)</u>	<u>(5,052,926)</u>
Property, net	<u>8,226,999</u>	<u>8,335,134</u>
OTHER ASSETS		
Restricted cash	942,687	787,761
Building refinance costs, net	<u>13,591</u>	<u>14,478</u>
Total other assets	<u>956,278</u>	<u>802,239</u>
TOTAL ASSETS	<u>\$ 11,332,761</u>	<u>\$ 11,334,788</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 671,434	\$ 863,867
Current portion of long term debt	587,809	197,181
Current portion of capital lease obligations	4,057	2,718
Accounts payable	518,447	675,526
Accrued compensated absences	242,545	294,243
Accrued salaries	196,882	176,185
Accrued expenses	107,627	93,764
Refundable advances	197,548	233,329
Other liabilities	<u>645,311</u>	<u>510,910</u>
Total current liabilities	<u>3,171,660</u>	<u>3,047,723</u>
LONG TERM DEBT		
Long term debt, net of current portion	5,254,436	5,866,916
Capital lease obligations, net of current portion	<u>12,670</u>	<u>11,756</u>
Total liabilities	<u>8,438,766</u>	<u>8,926,395</u>
NET ASSETS		
Unrestricted	2,191,395	1,630,450
Temporarily restricted	<u>702,600</u>	<u>777,943</u>
Total net assets	<u>2,893,995</u>	<u>2,408,393</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,332,761</u>	<u>\$ 11,334,788</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
REVENUES AND OTHER SUPPORT				
Grant and contracts	\$ 12,338,863	\$ 305,694	\$ 12,644,557	\$ 12,604,401
Program funding	1,638,901	69,586	1,708,487	1,761,690
Utility programs	972,359	-	972,359	1,279,740
In-kind contributions	436,874	-	436,874	313,824
Contributions	486,754	10,981	497,735	267,932
Fundraising	42,421	-	42,421	37,281
Rental income	847,380	-	847,380	800,533
Interest income	270	-	270	272
Loss on disposal of property	(16,685)	-	(16,685)	(175,932)
Forgiveness of debt	25,912	-	25,912	-
Other revenue	4,461	-	4,461	421
	<u>16,777,510</u>	<u>386,261</u>	<u>17,163,771</u>	<u>16,890,162</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>461,604</u>	<u>(461,604)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>17,239,114</u>	<u>(75,343)</u>	<u>17,163,771</u>	<u>16,890,162</u>
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	825,517	-	825,517	779,057
Head Start	2,312,665	-	2,312,665	2,176,567
Guardianship	735,925	-	735,925	735,473
Transportation	1,063,996	-	1,063,996	1,074,998
Volunteer	121,543	-	121,543	101,998
Workforce Development	402,576	-	402,576	366,205
Alcohol and Other Drugs	1,165,000	-	1,165,000	1,086,057
Carroll County Dental	542,920	-	542,920	513,419
Carroll County Restorative Justice	-	-	-	47,843
Support Center	265,052	-	265,052	276,766
Homeless	554,509	-	554,509	514,521
Energy and Community Development	6,276,570	-	6,276,570	6,988,501
Elder	1,026,070	-	1,026,070	1,125,851
Housing Services	167,528	-	167,528	161,727
	<u>15,459,871</u>	<u>-</u>	<u>15,459,871</u>	<u>15,948,983</u>
Supporting Activities:				
General and administrative	1,213,425	-	1,213,425	1,236,429
Fundraising	4,873	-	4,873	1,191
	<u>1,218,298</u>	<u>-</u>	<u>1,218,298</u>	<u>1,237,620</u>
Total supporting activities	<u>1,218,298</u>	<u>-</u>	<u>1,218,298</u>	<u>1,237,620</u>
Total functional expenses	<u>16,678,169</u>	<u>-</u>	<u>16,678,169</u>	<u>17,186,603</u>
CHANGES IN NET ASSETS FROM OPERATIONS	560,945	(75,343)	485,602	(296,441)
OTHER INCOME				
Gain on interest rate swap	-	-	-	7,385
TOTAL CHANGES IN NET ASSETS	560,945	(75,343)	485,602	(289,056)
NET ASSETS, BEGINNING OF YEAR	<u>1,830,450</u>	<u>777,943</u>	<u>2,408,393</u>	<u>2,697,449</u>
NET ASSETS, END OF YEAR	<u>\$ 2,191,395</u>	<u>\$ 702,600</u>	<u>\$ 2,893,995</u>	<u>\$ 2,408,393</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 485,602	\$ (289,056)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	492,141	472,186
Donation of property and equipment	(224,685)	-
Loss on disposal of property	16,685	175,932
Forgiveness of debt	(25,912)	-
Gain on interest rate swap	-	(7,385)
(Increase) decrease in assets:		
Accounts receivable	(78,676)	(234,044)
Pledges receivable	23,615	18,335
Inventories	23,239	27,270
Prepaid expenses	(4,353)	(10,314)
Restricted cash	(154,926)	(247,366)
(Decrease) increase in liabilities:		
Accounts payable	(157,079)	3,744
Accrued compensated absences	(51,698)	(37,781)
Accrued salaries	20,697	41,363
Accrued expenses	13,863	(13,710)
Refundable advances	(35,781)	41,986
Other liabilities	<u>134,401</u>	<u>230,436</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>477,133</u>	<u>171,596</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	26,750	75,000
Purchases of property and equipment	<u>(181,113)</u>	<u>(116,320)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(154,363)</u>	<u>(41,320)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net (repayment) advance on demand note payable	(192,432)	191,660
Repayment of long-term debt	(210,808)	(219,778)
Repayment of capital lease obligations	<u>(3,636)</u>	<u>(1,302)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(406,876)</u>	<u>(29,420)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(84,106)	100,856
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>589,806</u>	<u>488,950</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 505,700</u>	<u>\$ 589,806</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 208,781</u>	<u>\$ 184,941</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of property and equipment financed by long-term debt	<u>\$ 14,867</u>	<u>\$ 45,689</u>
Purchase of property and equipment financed by capital lease	<u>\$ 5,889</u>	<u>\$ 15,776</u>
Line of credit converted to long term debt	<u>\$ -</u>	<u>\$ 28,045</u>

See Notes to Consolidated Financial Statements

TREASURY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Agency Fund	Head Start	Quartermaster	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Detail	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																	
Payroll	\$ 104,206	\$ 1,122,860	\$ 500,278	\$ 459,900	\$ 57,025	\$ 178,248	\$ 746,488	\$ 228,917	\$ 153,064	\$ 295,500	\$ 1,005,470	\$ 427,875	\$ 11,851	\$ 5,269,969	\$ 638,817	\$ -	\$ 6,028,800
Payroll taxes and benefits	19,111	367,007	129,544	87,125	15,184	45,421	180,112	86,553	40,788	72,828	250,298	84,161	-	1,547,803	148,870	-	1,696,673
Assistance to clients	1,078	-	-	-	-	51,724	-	-	1,511	87,836	4,283,487	-	-	4,377,437	-	-	4,377,437
Consultants and contractors	3,475	38,786	4,462	12,916	-	-	33,808	3,385	-	10,000	8,886	75,065	-	190,347	11,897	-	202,044
Fuels and administrative	806	24,512	8,142	3,723	760	182	5,544	3,691	1,435	1,138	39,910	3,297	-	83,257	82,714	-	166,021
Space costs and rentals	1,884	187,818	31,808	13,880	4,774	85,916	30,558	-	-	33,538	184,444	56,494	-	681,090	226,794	-	907,884
Consumable supplies	14,973	178,087	8,226	9,007	1,192	2,896	73,307	40,430	8,540	8,134	274,747	275,870	13,528	802,885	11,690	-	814,575
Maintenance of equipment and rental	(10,918)	2,897	1,261	7,404	17	-	4,951	10,830	944	4,436	7,220	10,845	-	37,006	28,790	-	65,796
Building and grounds maintenance	81,152	32,150	-	1,935	-	661	7,820	1,420	11,200	7,990	899	12,478	28,892	188,278	1,700	-	187,865
Utilities	128,652	30,225	14,678	13,335	1,277	7,062	33,880	9,863	21,042	21,383	28,825	18,473	21,905	340,820	3,792	-	344,612
Fuel fees	-	-	-	-	-	-	-	-	3	-	-	-	1,489	-	1,492	-	1,492
Tolls and meetings	802	54,129	28,587	87,127	2,856	18,927	12,047	2,721	4,030	14,901	10,886	23,738	808	268,339	-	-	275,699
Vehicle expenses	7,455	39	-	190,823	-	-	1,384	-	-	321	25,471	-	-	185,803	-	-	185,803
Insurance	90,983	25,188	943	38,222	889	-	16,536	2,472	5,484	6,721	31,883	-	14,561	228,822	6,175	-	234,997
Interest expenses	141,081	46	1,880	3,820	42	-	6,781	37,148	484	1,022	12,867	583	-	208,781	4,870	-	213,651
Other direct program costs	45,803	6,279	8,961	21,919	253	1,926	(13,837)	4,957	887	1,038	110,251	8,378	8,797	203,384	22,788	4,873	231,056
Depreciation and amortization expense	179,148	31,368	-	123,747	-	-	24,153	32,542	10,025	1,752	21,485	562	87,389	492,141	-	-	492,141
In-kind expended	12,850	308,258	-	38,070	36,413	-	-	-	7,877	20,589	-	19,517	-	436,874	-	-	436,874
Total Direct Expenses	825,517	2,312,865	735,925	1,082,986	121,543	402,576	1,145,000	542,920	265,052	554,500	6,276,570	1,028,070	187,528	15,499,871	1,213,425	4,873	18,678,189
Indirect Expenses																	
Indirect costs	73,804	251,452	89,711	112,810	10,786	33,919	141,508	83,688	32,038	87,899	220,982	119,278	-	1,213,425	(1,213,425)	-	-
Total Direct & Indirect expenses	\$ 899,321	\$ 2,564,317	\$ 825,636	\$ 1,195,796	\$ 132,329	\$ 436,495	\$ 1,286,508	\$ 626,608	\$ 297,090	\$ 642,399	\$ 6,497,552	\$ 1,147,348	\$ 187,528	\$ 16,713,796	\$ -	\$ 4,873	\$ 18,678,189

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	Agency Fund	Head Start	Quiltman	Transportation	Yelverton	Workforce Development	Alcohol and Other Drugs	Carroll County	Carroll County	Restorative Justice	Support Center	Homeless	Energy & Development	Enter	Housing Services	Total	General & Administrative	Fundations	Total	
Direct Expenses																				
Payroll	\$ 85,540	\$ 1,115,864	\$ 489,262	\$ 488,886	\$ 63,803	\$ 195,464	\$ 615,812	\$ 312,949	\$ 19,541	\$ 164,742	\$ 297,310	\$ 1,132,099	\$ 454,166	\$ 11,600	\$ 6,418,862	\$ 650,629	\$ -	\$ -	\$ 6,069,561	
Payroll taxes and benefits	18,492	308,790	129,545	81,785	14,706	53,937	181,365	66,224	5,087	43,120	66,194	319,426	105,785	-	1,364,935	161,275	-	-	1,546,310	
Assistance to clients	8,122	-	-	-	-	299	3,977	-	-	-	-	30,075	4,829,328	-	-	4,870,861	-	-	4,870,861	
Consultants and contractors	4,934	30,459	5,220	37,296	-	-	36,701	21,187	6,570	869	10,030	18,036	88,820	-	243,834	35,965	-	-	279,389	
Fiscal and administrative	1,606	18,755	7,960	4,566	812	158	4,801	5,379	510	1,153	788	48,224	2,771	1,430	80,183	92,758	-	-	191,941	
Space costs and rentals	21,495	186,778	32,638	13,860	4,961	89,078	22,402	-	14,198	-	33,841	152,851	54,172	-	595,904	217,234	-	-	813,138	
Consumable supplies	12,991	134,978	10,364	10,684	2,513	1,964	75,412	17,082	-	7,673	8,771	302,094	300,878	6,335	899,485	19,975	-	-	909,360	
Maintenance of equipment and vehicles	2,460	2,303	1,018	5,970	-	-	1,873	4,285	-	-	492	9,550	11,748	-	39,625	603	-	-	43,728	
Building and grounds maintenance	86,247	30,124	-	3,295	-	-	10,293	1,627	-	9,116	4,435	70	25,030	22,875	198,121	58	-	-	198,179	
Utilities	125,686	24,107	14,625	13,967	912	7,178	39,489	8,160	1,025	20,799	21,839	34,498	19,574	22,802	365,812	4,957	-	-	369,169	
Fuel fees	-	-	-	-	-	-	-	-	-	-	-	-	288	-	2,836	-	-	-	2,836	
Travel and meetings	660	56,701	29,352	89,783	1,456	13,821	14,186	1,901	283	8,084	15,134	19,070	32,195	2,104	283,810	8,844	-	-	292,654	
Vehicle expense	3,891	63	-	144,886	-	-	1,184	-	-	-	1,856	34,803	-	-	186,683	5,411	-	-	192,074	
Insurance	113,303	19,831	1,138	52,553	-	-	20,808	2,366	-	6,631	9,315	42,883	-	15,820	264,458	6,486	-	-	289,946	
Interest expense	123,991	-	803	1,039	80	-	8,504	35,744	-	22	958	13,729	181	-	184,838	4,886	-	-	189,963	
Other direct program costs	37,145	14,445	14,290	19,777	5,745	807	50,532	1,938	828	1,818	1,914	12,328	5,348	11,080	157,815	29,372	1,191	-	188,176	
Depreciation and amortization expense	180,855	18,587	-	116,630	-	-	22,844	32,542	-	10,025	1,752	18,251	2,214	67,382	471,891	295	-	-	472,186	
Interest expended	-	244,784	-	-	8,612	-	-	-	-	4,855	11,859	-	-	45,804	-	313,824	-	-	-	313,824
Total Direct Expenses	779,057	2,176,567	735,473	1,074,868	101,968	365,225	1,096,067	513,419	47,843	276,746	514,521	6,968,501	1,125,851	161,727	15,848,863	1,230,429	1,191	17,186,802		
Indirect Expenses																				
Indirect costs	\$ 91,907	\$ 230,922	\$ 86,116	\$ 118,834	\$ 11,376	\$ 36,106	\$ 127,852	\$ 59,962	\$ 4,144	\$ 33,812	\$ 86,001	\$ 249,401	\$ 128,049	\$ -	\$ 1,236,429	\$ (1,236,429)	\$ -	\$ -	\$ -	
Total Direct & Indirect expenses	\$ 869,964	\$ 2,407,489	\$ 821,589	\$ 1,193,702	\$ 113,374	\$ 401,331	\$ 1,223,919	\$ 573,381	\$ 51,987	\$ 310,578	\$ 570,522	\$ 7,217,902	\$ 1,253,900	\$ 161,727	\$ 17,185,412	\$ -	\$ 1,191	\$ 17,186,603		

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to Early learning, Health and Family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves 217 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 1 home based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 407 individuals.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 19 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 53,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. There were \$18,847 and \$92,748 of pre-development capitalized expenses in 2017 and 2016, respectively.

See **Note 17** for subsequent events.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH Weatherization Program helps low-income families, Elderly, Disabled, Small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates Local NH jobs.

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2017 and 2016. The Organization had temporarily restricted net assets of \$702,600 and \$777,943 at June 30, 2017 and 2016, respectively.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2017 and 2016.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%. For the year ended June 30, 2016, the Organization realized a gain of \$7,385 on the swap and there was no fair value of the swap remaining after the bond was renewed.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program.

Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$197,548 and \$233,329 as of June 30, 2017 and 2016, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2013.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2017 and 2016, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date.

Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2017 and 2016, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$205,804 and \$229,419, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2016 received provisional approval and is effective until amended at a rate of 12.7%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2016 was 12.5%.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2017 and 2016 was \$26,456 and \$27,769, respectively.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2017, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2017, there was approximately \$665,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2017 and 2016 was \$19,611 and \$15,372, respectively. The Organization was not in compliance with this requirement; however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the years ended June 30, 2017 and 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12-month period. The balance as of June 30, 2017 and 2016 was \$187,095 and \$186,908, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2017 and 2016 was \$642,308 and \$509,095, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2017 and 2016 was \$642,308 and \$503,888, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. The final assessed fee of \$5,207 was paid by the Organization during the year ended June 30, 2017.

Certain cash accounts related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2017 and 2016 was \$93,673 and \$81,583, respectively.

NOTE 3. INVENTORY

In 2017 and 2016, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2017 and 2016, consists of weatherization materials totaling \$65,641 and \$88,880, respectively.

NOTE 4. ACCRUED EARNED TIME

For the years ending June 30, 2017 and 2016, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours and 200 hours, respectively. At June 30, 2017 and 2016, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$242,545 and \$294,243, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2017:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,679,707	\$ 3,428,094	\$ 7,251,613
Equipment	2,400,922	1,889,376	511,546
Land	<u>463,840</u>	<u>-</u>	<u>463,840</u>
	<u>\$13,544,469</u>	<u>\$ 5,317,470</u>	<u>\$ 8,226,999</u>

Property consists of the following at June 30, 2016:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<u>\$13,388,060</u>	<u>\$ 5,052,926</u>	<u>\$ 8,335,134</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2017 and 2016 was \$491,254 and \$471,299, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2017 was \$887 and \$4,139, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2017 and 2016 consisted of the following:

	<u>2017</u>	<u>2016</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 108,127	\$ 120,899
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	150,935	163,026
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	29,633	31,688
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,103	8,593
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	368,428	386,831
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021. See Note 8 .	19,144	23,585
Note payable to a non-profit organization (related party), monthly principal payments of \$1,533. Final installment due October 2018. A portion of the note payable was forgiven by the non-profit organization during the year ended June 30, 2017. See Note 16 .	24,533	84,563

Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	13,934	16,832
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	13,715	16,628
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	5,306	6,666
Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	14,207	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2017.	417,421	440,653
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2017 of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,801,159	2,896,533
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years, final payment due in August 2047.

	<u>250,000</u>	<u>250,000</u>
	5,842,245	6,064,097
Less current portion due within one year	<u>(587,809)</u>	<u>(197,181)</u>
	<u>\$ 5,254,436</u>	<u>\$ 5,866,916</u>

The scheduled maturities of long term debt as of June 30, 2017 were as follows:

Years ending June 30	Amount
2018	\$ 587,809
2019	151,765
2020	157,927
2021	446,827
2022	133,253
Thereafter	<u>4,364,664</u>
	<u>\$ 5,842,245</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first four notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment.

NOTE 7. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Company leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2017 and 2016, consisted of the following:

	<u>2017</u>	<u>2016</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 7,246	\$ 8,823
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.	4,570	5,651
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.	<u>4,911</u>	<u>-</u>
	16,727	14,474
Less current portion	<u>(4,057)</u>	<u>(2,718)</u>
	<u>\$ 12,670</u>	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2017 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2018	\$ 4,057
2019	4,445
2020	4,870
2021	<u>3,355</u>
	<u>\$ 16,727</u>

NOTE 8. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with TD Bank which is secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum, and totaled \$400,000 and \$600,000 at June 30, 2017 and 2016, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2017 and 2016, the outstanding debt totaled \$271,434 and \$263,867, respectively, which included accrued interest of \$14,916 and \$13,867, respectively. During the year ended June 30, 2017 there was an amendment to the original agreement. The Organization is not required to make payments of interest or principal prior to maturity. The unsecured revolving line of credit matures in November 2019.

NOTE 9. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2017 and 2016, the annual rent expense for leased facilities was \$161,025 and \$158,499, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2017, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2018	\$ 136,428
2019	88,309
2020	43,441
2021	39,611
2022	<u>3,301</u>
	<u>\$ 311,090</u>

NOTE 10. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 11. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2017 and 2016, approximately \$12,220,000 (72%) and \$12,200,000 (72%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2017 and 2016 approximately 69% and 66%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Temporary Municipal Funding	\$ 205,804	\$ 229,419
10 Bricks Shelter Funds	141,190	135,257
Restricted Buildings	94,239	99,313
FAP	87,991	-
Homeless Programs	36,856	43,277
NH Charitable Foundation Grant, Mt. Jasper	32,653	32,653
Loans - HSGP	24,261	-
AOD - IDN Capacity Fund	15,066	-
Service Link	12,123	19,135
FAP/EAP	11,735	12,167
Loans - HHARLF	10,884	-
USDA	7,252	-
L. CHIP – Brown Co. House	8,236	22,314
Donations to Mahoosuc Trail	6,842	6,842
RSVP Program Funds	3,675	13,637
Donations to Maple Fund	1,246	1,825
Julien Fund (AOD)	1,175	775
Head Start	973	875
Angelias Fund (AOD)	235	235
EAP	164	68,143
Loan Programs	-	37,427
Carroll County Transit Program	-	682
Coos County Transit Program	-	586
Senior Meals	-	53,381
	<u> </u>	<u> </u>
Total temporarily restricted net assets	<u>\$ 702,600</u>	<u>\$ 777,943</u>

NOTE 13. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 14. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** and **Note 16** for terms of the note payables and related forgiveness of debt. Total notes payable to related parties for the years ended June 30, 2017 and 2016 was \$24,533 and \$84,563, respectively.

NOTE 15. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

NOTE 16. FORGIVENESS OF DEBT

During the year ended June 30, 2017, the Organization realized forgiveness of debt income in connection with a note payable to a non-profit organization. Forgiveness of debt income totaled \$25,912 for the year ended June 30, 2017.

NOTE 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 10, 2017, the date the financial statements were available to be issued.

Effective October 1, 2017, the Organization is no longer responsible for the Alcohol & Other Drugs (AOD) program. The grants for the program have been transferred to North Country Health Consortium (NCHC), as they are taking over the program. Temporarily restricted net assets related to AOD as of June 30, 2017 will be either released for fiscal year 2018 operations or returned subsequent to the transfer of the program. Subsequent to year end, the Friendship House was sold to Affordable Housing Education and Development (AHEAD).

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
Head Start	93.600		01CH10000-02-00	\$ 1,265,383
Head Start	93.600		01CH10000-03-00	906,610
			TOTAL	<u>2,171,993</u>
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLEJA	166,774
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLEJA	4,200,295
Low-income Home Energy Assistance-HRRP	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLEJA	296,525
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-17B1NHLEJA	259,130
			TOTAL	<u>4,922,724</u>
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	15AANH3SP	8,046
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	17AANH3SP	1,622
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,282
			TOTAL	<u>91,080</u>
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500383	246,431
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	99,251
			CLUSTER TOTAL	<u>436,742</u>
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	670,856
TANF CLUSTER				
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.568	Southern New Hampshire Services, Inc.	13-DHHS-BWW-CSP-05	256,924
Temporary Assistance for Needy Families (JARC)	93.568	State of New Hampshire Department of Health and Human Services	102-500731	24,856
			CLUSTER TOTAL	<u>281,779</u>
Preventative Health & Human Services Block Grant - Oral Health	93.758	State of New Hampshire Department of Health and Human Services	90072003	11,295
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	93.043	State of New Hampshire Department of Health and Human Services	102-500731	513
National Family Caregiver Support, Title III, Part E (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services	570-500928	19,228
MEDICAID CLUSTER				
Medical Assistance Program (Options Counseling and I&R #7)	93.778	State of New Hampshire Department of Health and Human Services	560-500386	34,863
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	9,348
Social Services Block Grant	93.667	State of New Hampshire Department of Health and Human Services	544-500386	70,750
Social Services Block Grant (Title XX HD miles)	93.667	State of New Hampshire Department of Health and Human Services	541-500383	2,260
			TOTAL	<u>82,358</u>
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)	93.517	State of New Hampshire Department of Health and Human Services	560-500386	2,197
State Health Insurance Assistance Program	93.324	State of New Hampshire Department of Health and Human Services	102-500731	3,373
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services	102-500731	10,217
Medicare Enrollment Assistance Program (MPPA)	93.071	State of New Hampshire Department of Health and Human Services	102-500731	6,478
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	5,089
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services	05-95-49-491510	259,231
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	500731-102	79,832
Total U.S. Department of Health and Human Services				<u>\$ 8,996,759</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0006189	\$ 270,252
Total U.S. Department of Energy				\$ 270,252
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		16SRAN001	\$ 83,047
Total U.S. Corporation for National and Community Service				\$ 83,047
U.S. Department of Agriculture				
SNAP CLUSTER				
Supplemental Nutrition Assistance Program (food stamps)	10.551		NONE	\$ 2,428
FOOD DISTRIBUTION CLUSTER				
Emergency Food Assistance Program (Administration Costs)	10.568	BMCAP	#1750000	4,600
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	128,905
Total U.S. Department of Agriculture				\$ 135,933
U.S. Department of Homeland Security				
Emergency Management Performance Grants (FEMA)	97.042			\$ 18,205
Total U.S. Department of Homeland Security				\$ 18,205
U.S. Department of Justice				
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence	2014-WE-AX-0036	\$ 4,356
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	106,798
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2016-NF-AX-0019	14,214
Total U.S. Department of Justice				\$ 125,278
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)				
	20.509	State of New Hampshire Department of Transportation	NH-18-XD46	\$ 302,910
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-XD04	55,362
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	20.513	State of New Hampshire Department of Transportation	NH-16-XD43	16,841
			CLUSTER TOTAL	72,203
Total U.S. Department of Transportation				\$ 395,113
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ 31,317
Continuum of Care Program (HOP)	14.267	State of New Hampshire Department of Health and Human Services	NH0096L1T001500	130,822
Community Development Block Grant States Program & Non-Entitlement Grants in Hawaii	14.228	Grafton County (NH Community Development Finance Authority)	16-405-CDPF	25,000
Total U.S. Department of Housing and Urban Development				\$ 187,139

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Labor				
WIA/WIOA CLUSTER				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2015-0004	\$ 66,005
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2015-0004	50,187
Total U.S. Department of Labor			CLUSTER TOTAL	\$ 136,192
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 10,349,918

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 10, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

November 10, 2017
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2017. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts
Professional Association*

November 10, 2017
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2017**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568
 - U.S. Dept. of Health & Human Services, Aging Cluster – CFDA #93.044, 93.045 and 93.053
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None



COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

www.tccap.org

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilote

BOARD OF DIRECTORS FY2017

COÖS COUNTY

Board Chair
Sandy Alonzo

Secretary
Gary Coulombe

Treasurer
Cathy Conway

CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair
Dino Scala

Karolina Brzozowska

GRAFTON COUNTY

Linda Massimilla

Tricia Garrison

Richard McLeod

Serving Coös, Carroll & Grafton Counties

Administration
603 752-7001

Weather
603 752-7026

Community Outreach
603 752-3146

Senior Programs
603 752-7193

ASAP
603 752-7041

Transport
603 752-7041

RSVP
603 752-7041

Elder Programs
603 752-7010

Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration ♦ Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management ♦ Budget performance and financial reporting
Innovative solutions & problem solving ♦ Capacity building
Professional presentations ♦ Public speaking
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.

Chief Operating Officer

Berlin, NH Current Position

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.

Division Director: TCCAP Prevention Services

Berlin, NH 2015- 2016

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.

Program/Division Director: Support Center at Burch House

Littleton, New Hampshire 2007- 2015

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

Tri-County Community Action Programs, Inc.

Direct Services/Volunteer Coordinator: Support Center at Burch House

Littleton, New Hampshire 1997 to 2007

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001**

JL Robillard * 2

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Executive Administrative Assistant: North Country United Way
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Gateway Community College (formerly Southern Connecticut Community College)
New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Nationally Certified Results Oriented Management Accountability (ROMA) Implementer
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - 2016
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
- ◆ Coach, Plymouth State Skating Academy, Plymouth State College *current*
- ◆ Avid outdoor enthusiast and angler

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

Fiscal Director/Interim CFO (2016 – Present)

Accounting Manager (2015 – 2016)

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accountant (2013-2014)

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

Auditor

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.

- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

SPECIAL PROJECTS

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

VOLUNTEERISM

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

DAWN FERRINGO

Experience

Prevention Services Division Director, Tri-County CAP, Berlin, NH July 2016 to present

- Write, manage, and administer federal, state, and local grants and grant deliverables
- Provide supervision of all programs directors under Division
- Oversee and administer all fiscal and administrative matters related to programs, including budget preparation, tracking, and management, grants preparation and management, reports to funders and audit requirements
- Maintain program documentation and ensure compliance with funding standards (including audits, reports and compliance checks) and objectives as required by funders
- Prepare monthly financial reports and Division reports for CEO/COO and TCCAP Board
- Ensure program integrity, viability, and compliance with all funding standards
- Ensure program has adequate resources to sustain operations and programs
- Represent program at community, business, and civic functions
- Develop and maintain positive collaborative relationships with area health and human service providers, and other civic and business organizations
- Represent Division programs in federal, state and local initiatives
- Organize, plan, and prepare agency development and fundraising projects

Shelter Manager, Tyler Blain House, Tri-County CAP, Lancaster, NH March 2016 to June 2016.

- Responsible for the general welfare and safety of all Shelter Residents.
- Direct intake and exit procedures.
- Maintain appropriate client records.
- Oversee the enforcement of house rules and standards of conduct.
- Coordinate and assist with the provision of case management services for residents.
- Supervise other House staff: hire, train, schedule and evaluate; oversee the submission of payroll forms.
- Oversee the maintenance of the Shelter building and grounds with TCCAP Facilities; keep the interior orderly, clean and safe, the exterior sound and presentable, house vehicle, appliances and office equipment in good working order.
- Maintain cash receipts for shelter guests rent, submit rent revenue to Accounts Receivable, and review and submit bills for payment.
- Be responsible for the receipt, storage and disbursement of donated goods.
- Keep necessary records; prepare and submit reports on Shelter activities as required by funders.
- Enter statistical data into State HMIS system; act as one of the coordinated entry points for the Northern Region per State of NH BHHS, attend HMIS trainings as needed.
- Operate under strict client confidentiality and code of conduct requirements.
- Abide by the Homeless Programs Ethics Policy.
- Public Relations Representative for the Tyler Blain House and related TCCAP programs to include statewide Shelter Meetings, other meetings and opportunities for community outreach as necessary..
- Assist Homeless Programs Manager and Prevention Division Director with fund raising and grant writing.
- Communicate regularly with Homeless Programs Manager and Prevention Division Director; inform them of important issues promptly.

Director of Welfare, Town of Bethlehem, Bethlehem, NH July 2009 to March 2016.

- Developed municipal welfare policy and maintained policy integrity, viability and compliance with NH RSA 165, Aid to Assisted Persons.
- Oversaw and administered all fiscal and administrative matters related to municipal welfare including budget preparation, tracking and management.
- Effectively reduced over all municipal welfare budgets by 60% over the course of three years through program evaluation and established new policy and program facilitation practices.
- Provided case management for clients who qualify for general assistance, which often includes resource and referrals networking and client advocacy.
- Employed a method of self-care with clients including self assessment, goal setting, strategies and desired outcomes in the Seven Areas of Wellness.
- Monitored legislation and new programs and makes recommendations regarding the administration of the welfare function to the Board of Selectmen;
- Made frequent collateral contact requiring considerable skill and tact in eliciting confidential and pertinent information in order to determine eligibility for assistance.
- Maintained meticulous case files, case notes, and other related records.
- Established and maintains effective relationships with state and local social services organizations.
- Maintained strict confidentiality practices.

Development and Special Events Manager, Adaptive Sports Partners of the North Country, Franconia, NH October 2013 – May 2014.

- Annual Fundraising and Resource Development: Worked with the Executive Director and Development Committee to create, oversee and manage annual fundraising plan for the organization. Helped to establish new mission statement, strategic plan and case statement for the organization.
- Event Management: Managed key fundraising events throughout the year including; Wobble 'n Gobble Thanksgiving Day 5K, Pirates of the High Skis, Sunrise Ascent on Mount Washington, Any Which Way You Can Triathlon Challenge, and multiple smaller events.
- Outreach and Communication: Promoted Adaptive Sports Partners of the North Country's mission and business operation in the community and beyond.

Workplace Success Facilitator/Community Job Specialist, Tri-County CAP, Littleton, NH September 2007 – January 2011.

- Conducted daily work simulated sessions through "Service Bureau" projects and Workplace Success curriculum to participants enrolled with the NH Employment Program (NHEP).
- Followed each participant's NHEP Employability Plan in an effort to resolve employment barriers.
- Coordinated Community Work Experience Program (CWEP) in Grafton, Coos, and Carroll Counties for participants who completed Workplace Success.
- Developed and maintained relationships with the volunteer sites and acted as a liaison for these sites, the client, and the NHEP Employment Counselor Specialist.
- Prepared Work Experience Program agreements with volunteer sites and clients, maintained weekly attendance reports for NH Employment Counselors, as well as client evaluations.
- Developed new volunteer sites through community relations and business networking through outreach by means of marketing and presentation. Maintained monthly and weekly reports for the State of NH's Department of Family Assistance.

Education

MA in Human Services, Springfield College School of Professional and Continuing Studies, Boston, MA
December 2016

BA in Liberal Arts, Vermont College at Norwich University, January 2003

AS in Accounting and Business Management, NH Technical College, Berlin, NH May 1993

Professional and Community Affiliations

NH Local Welfare Administrators Association, 2009 – 2016

The Bethlehem Heritage Society, member February 2015 to present

The Support Center at the Burch House: Advisory Council Member June 2014 to 2016.

Bethlehem Elementary School Board: Member March 2014 to present and March 2008 to March 2011

Franconia Children's Center Board of Directors, September, 1999 to June 2002

References Available Upon Request

Jodi Perlo

Skills:

- Experienced in scheduling, training and supervising employees
- Self-motivated and able to communicate and interact effectively with individuals of all levels
- Able to handle multiple projects concurrently
- Able to work under pressure
- Ability to demonstrate and exercise good judgment and make sound decisions
- Ability to build and maintain effective working relationships with community
- Comfortable working in an environment with multi-cultural and socio-economic issues
- Talented and compassionate communicator

Education:

Springfield College, St Johnsbury, Vermont

Bachelor of Science in Human Service – Concentration in Addictions

Plymouth State College, Plymouth, New Hampshire

General Studies

College for Lifelong Learning, Littleton, New Hampshire

Associates Degree in Computer Science

Certificate in Computer Technology

Certificates:

Department of Health and Human Services

- Infectious Disease

Lancaster Fire Department, Lancaster, New Hampshire

- First Aid/CPR

New Hampshire Coalition against Domestic Violence

- Enhanced Advocacy Training
- Volunteer Training Program

Friends of Recovery, Rutland, Vermont

- Certified Recovery Coach

Vermont Institute of Corrections, Stowe, Vermont

- Relapse Prevention
- Evidence Based Practices
- Medication Assisted Treatments

Brattleboro Retreat Office of Continuing Education, Brattleboro, Vermont

- Motivational Interviewing

Employment:

July 2016-Present: Shelter Manager, Tyler Blain House Homeless Shelter, Lancaster, New Hampshire

Responsible for the general welfare and safety of up to ten residents to include case management, barrier and conflict resolution, advocacy regarding housing, legal issues and state benefits. Coordinate transportation, oversee the enforcement of house rules, and maintain cash receipts as well as maintenance of the shelter building and grounds. Keep impeccable records to include entering data in to the State HMIS system, prepare and submit reports on shelter activity. Public relations, and community outreach. Hire, train and evaluate staff members, and the submission of payroll.

August 2013-July 2016: Employment Counselor Specialist, Southern New Hampshire Services, Littleton, New Hampshire
Responsible for employment counseling, training, barrier resolution, job market education, preparation, and support services to a diverse TANF population participating in the New Hampshire Employment Program (NHEP).

November 2013-July 2013: Re-employment Assistance Facilitator, State of Vermont, St Johnsbury, Vermont
Responsibilities include effectively communicating with a diverse population, facilitating groups with 25 or more individuals, as well as conducting 60 one on one appointments weekly. Also, responsible for reviewing claimants work search efforts, developing an individualized reemployment action plan and data entry for reporting purposes.

August 2011-November 2013: Sovereign Journey, Bethlehem, New Hampshire

Assistant Program Director

Organizing and facilitating transportation for all client appointments including medical, home visits, client outings & academics. Responsible for staff management and scheduling, preparation and posting of individual client schedules daily. Oversee menu planning and food ordering to assure that meals coincide with the government standard. Plan, implement and oversee catering for all special events. Creation of all forms and documents used for reporting. Expense account reconciliation, and insurance billing preparation, which includes weekly auditing of clinical services, rendered in BestNotes. Responsibilities include; monitoring mentor competence in their duties and tasks, documenting client behavior and emotional development.

Mentor

Responsibilities consist of; one-to-one guidance including, emotional support, addressing daily living, social and communication needs, overseeing client routines including personal care, housekeeping, chores, banking and shopping.

November 2010-August 2011: Transitional Housing Specialist, Aerie House, St Johnsbury, Vermont

Work collaboratively with the Department of Corrections to provide life skills for women transitioning from prison back in to the community. Responsibilities include case management, government reporting and working with the women to assure that their medical, substance related, and mental health needs are met. Practice confidentiality and respect for clients as well as the role of mandated reporter.

John Mangus

Objective:

To continue to apply my acquired experience in the field of social work with a team that shares my respect for, and desire to help people. I excel in the position of mentor with varied responsibilities and the opportunity to learn new skills.

Highlights of my Qualifications:

- **8 Years** working with the homeless in a shelter setting.
- **8 Years** working in a confidential setting.
- **10 Years** construction and building repair experience.
- Excellent listening skills
- Ability to build rapport with clients that are difficult to reach.
- Trainable and effective problem solver

Education:

- High School Diploma, Hamden High School, Hamden Connecticut

Certifications:

- Work Ready NH Certificate, White Mountain Community College, Berlin, New Hampshire
- First Aid/CPR, Lancaster Fire Department, Lancaster, New Hampshire
- Crisis Intervention
- Mental Health Certificate
- Homelessness and Trauma Certificate
- Hep C Knowledge and Safety Certificate

Work Experience:

- Tyler Blain House Homeless Shelter:*** Support Staff, Lancaster, New Hampshire 2008 – Present
- Maintain a confidential setting with focus on client's rights and privacy.
 - Working successfully with a diverse population.
 - Working with and supporting residents to empower them in identifying their goals, triggering discussions in terms of future housing, employment and independence.
- Alain Bolduc Painting:*** Painter, Hamden, Connecticut 2004-2008
- Interior/Exterior Painting and prep work.
 - Drywall installation and taping.
- John Mangus Remodeling:*** Owner, New Haven, Connecticut 2000-2008
- Experienced with new construction as well as remodeling and building repair.
 - Experience with customer service.
 - Proficient with carpentry/building maintenance tools.
- Jim's Landscaping:*** Laborer, Hamden, Connecticut 1998-2000
- Skilled at mowing lawns, trimming and grounds upkeep.

Mae Alayna DesTroismaisons

Education

The University of Vermont Rubenstein School of Environment and Natural Resources

- Bachelor of Science in the field of Natural Resources Graduated May, 2016
- Major Concentration: Natural Resource Planning
- Minor: Philosophy
- GPA: 3.65

Certifications

- Community Health Worker (CHW)
- Permaculture Design Certification (PDC)
- American Association of Snowboard Instructors (AASI) Level I
- American Avalanche Association (AAA) Level I
- Total Education in Alcohol Management (TEAM)
- Leave No Trace (LNT) Trainer

Skills

- Public speaking and presenting
- Blogging, Prezi, & Microsoft Office
- Basic ArcGIS/mapping
- Using field guides
- Tree identification (US Northeast)
- Amateur photography
- Leading group activities (i.e. camping trips, snowboarding lessons, team meetings, outings, etc.)
- Writing (i.e. news articles, program reports, essays)
- Communication & outreach
- Problem solving & conflict resolution
- Motivational Interviewing

Employment History

- Caseworker, Support Staff at Tyler Blain House in Lancaster, NH January 2017-present (FT)
- Front Desk at Balance Bethlehem in Bethlehem, NH 2017-present (per diem)
- Bus Person at Grandma's Kitchen in Whitefield, NH Summer & Fall 2017
- Sales Associate at Aylakai & The Broomcloset in Littleton, NH 2012-2017
- Butler at Whale's Tale Waterpark in Lincoln, NH 2014-2016
- Server at The Beal House Inn & Restaurant in Littleton, NH 2016-2017

- Fair Trade Intern at the Peace & Justice Center in Burlington, VT Spring 2016
- Driver Helper at the United Postal Service in St. Johnsbury, VT Winter 2015
- Gallery Guard at The Fleming Museum of Art in Burlington, VT 2013-2016
- Snowboard Instructor at Cannon Mountain in Franconia, NH 2010-2012

Volunteerism

- Usher at the Weathervane Theatre in Whitefield, NH Summer 2016
- Peer Note Taker at UVM in Burlington, VT 2014-2015
- Snowboard “trainer of trainers,” workshop leader and “mule” at Adaptive Sports Partners of the North Country in Franconia, NH 2009-2013

References

- Clare Ginger
Associate Professor; Chair, Natural Resources Curriculum at The University of Vermont
(802)656-2698 cginger@uvm.edu
- Sandy Olney
Founder; Executive Director at Adaptive Sports Partners of the North Country
(603)823-5232 Sandy@adaptivesportspartners.org
- Jodi Perlo
Shelter Manager at Tyler Blain House homeless shelter
(603)788-2344 jperlo@tccap.org

HARRY NEWELL RESUME

EMPLOYMENT

White Mountain Digital Media: June 2012 - Present

Bethlehem, NH

Web Design, Graphic Design, Filming and
Video Editing

Larcom Studios: March 2016-December 2017,

May 2011- June 2012

Bethlehem, NH

Web Design, Graphic Design

Bretton Woods Ski Resort

Decemeber 2002 - April 2017

Bretton Woods, NH

Ski Coach/Ski Instructor

The Willey House

September 2015 - September 2016

Crawford Notch, NH

Cashier, Cook, Customer Assistance

Craftsbury Chamber Players : December - April 2011

Craftsbury, VT

Web Design Lead

The Gables Inn : May-September 2010

Bethlehem, NH

Sign Designer

Doyles New York : May-July 2010

New York, NY

Photoshop Retouching

Colby Sawyer College : July 2010

New London, NH

Ski Team Logo and T-Shirt design

Dancing Bones Dance Camp : March - April 2011

Lancaster, NH

Project Manager

Bethlehem Recreation Program: Summer 2002 - 2007

Bethlehem, NH

Counselor/Lead Counselor

Cold Mountain Cafe: Summer 2003

Bethlehem, NH

Buser, Food Preparation, Register

Lyndon State College : May 2011

Lyndonville, VT

BA Graphic Design

BA Digital Media

IDMAA Ideas Art Exhibit

Stop Motion Animation

Posters

Skiing

Tennis

Hiking

Golfing

Video Editing

Landscaping

Gardening

AfterEffects

Fireworks

DreamWeaver

Final Cut Pro

Illustrator

Photoshop

Bretton Woods Ski Resort

Gus DeMaggio

(603) 276-9065

The Gables Bed and Breakfast

Christina Ferraro

(603) 869-2311

White Mountain Digital Media

Harry Newell

(603) 991-9080

Larcom Studios

Angel Larcom

(603) 733-6066

Samantha Garneau

Skills:

- Exceptional time management
- Self-motivated can work without supervision
- Able to communicate effectively
- Practices confidentiality
- Excellent conflict resolution skills
- Willingness to take instruction and responsibility
- Personal integrity
- Ability to work successfully as part of a team
- Able to work under pressure
- Positive work ethic
- Non-judgmental
- Kind and compassionate

Employment History:

July 2016-Present: Support Staff, Tyler Blain House Homeless Shelter, Lancaster, New Hampshire

- Responsible intake of new residents to include a criminal background check, bed bug protocol, and completion of required HMIS intake paperwork, managing emergencies, shelter guest transport, written case notes, developing plans of action with residents, and monitoring follow through, kind and compassionate case management, practicing confidentiality, and communication with other staff and shelter manager

Education:

Keene Adult Learning Center

- GED 2001

Certificates and Trainings:

- First Aid/CPR

Ray Garneau

Skills:

- Exceptional time management
- Self-motivated can work without supervision
- Able to communicate effectively
- Practices confidentiality
- Excellent conflict resolution skills
- Willingness to take instruction and responsibility
- Personal integrity
- Ability to work successfully as part of a team
- Able to work under pressure
- Positive work ethic
- Non-judgmental
- Kind and compassionate

Employment History:

July 2016-Present: Support Staff, Tyler Blain House Homeless Shelter, Lancaster, New Hampshire

- Responsible intake of new residents to include a criminal background check, bed bug protocol, and completion of required HMIS intake paperwork, managing emergencies, shelter guest transport, written case notes, developing plans of action with residents, and monitoring follow through, kind and compassionate case management, practicing confidentiality, and communication with other staff and shelter manager

Education:

Keene Adult Learning Center

- GED 2001

Niagara County Community College

- Culinary Arts

Certificates and Trainings:

- First Aid/CPR
- OSHA Certified
- ASE Certified (Auto Repair)

Tammy Desrosiers

Skills:

- Exceptional time management
- Self-motivated can work without supervision
- Able to communicate effectively
- Practices confidentiality
- Excellent conflict resolution skills
- Willingness to take instruction and responsibility
- Personal integrity
- Ability to work successfully as part of a team
- Able to work under pressure
- Positive work ethic
- Non-judgmental
- Kind and compassionate

Employment History:

July 2016-Present: Support Staff, Tyler Blain House Homeless Shelter, Lancaster, New Hampshire

- Responsible intake of new residents to include a criminal background check, bed bug protocol, and completion of required HMIS intake paperwork, managing emergencies, shelter guest transport, written case notes, developing plans of action with residents, and monitoring follow through, kind and compassionate case management, practicing confidentiality, and communication with other staff and shelter manager.



30 Exchange Street, Berlin, New Hampshire 03570
 Phone: 603-752-7001 Fax: 603-752-7607
 www.tccap.org admin@tccap.org

CEO: Robert G. Boschen, Jr.
 COO: Jeanne L. Robillard
 FD/Interim CFO: Randall S. Pilotte

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Robillard	CEO	\$135,000	0	0
Randall Pilotte	CFO	\$70,000	0	0
Dawn Ferringo	Division Director	\$49,500	16%	\$7,760
Jodi Perlo	Tyler Blain Program Mgr	\$35,360	100%	\$35,360
John Mangus	Support Staff	\$17,992	100%	\$17,992
Mae DesTroismisons	Support Staff	\$18,720	100%	\$18,720
Jillian Newell	Support Staff	\$8,840	100%	\$8,840
Samantha Garneau	Support Staff	\$11,050	100%	\$11,050
Ray Garneau	Support Staff	\$4,420	100%	\$4,420
Tammy Desrosiers	Support Staff	\$12,818	100%	\$12,818

Serving Coös, Carroll & Grafton Counties

Administration 603-752-7001	Weatherization 603-326-6626	Community Contact 603-752-3248	Energy Programs 603-752-7100	AoD 603-752-7941	Transit 603-752-1741	R.S.V.P. 603-752-4103	Elder Programs 603-752-3010
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend agreements with the vendors listed below for the State Grant-in-Aid Funds program by increasing the price limitation by \$2,925,420 from \$6,015,381 to \$8,940,801 and by extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreements were approved by Governor and Executive Council on August 26, 2016 (Item #12), October 7, 2015 (Item #9), and December 16, 2015 (Item #14). The Front Door Agency was amended (Amendment #1) on June 1, 2016 (Item #11). Helping Hands Outreach Center was amended (Amendment #1) on September 21, 2016 (Item #21A). These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933, Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051

Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street PO Box 326 Laconia NH 03246

The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

SEE FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to amend the agreements for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals by increasing the price limitation and extending the completion date.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following services:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. A non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable

activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The original contracts were competitively bid. The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services. Two (2) of these agencies, Child and Family Services, and Community Action Program of Belknap-Merrimack, are entering into unrelated sole source amendments due to increase in scope and are not included in this request.

The Department is satisfied with the services provided by the vendors. The attached amendment calls for the renewal of the provision of these services for one (1) year. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval, leaving (1) year of renewal. The Department intends to issue a Request for Proposals for these services prior to the expiration of these amendments.

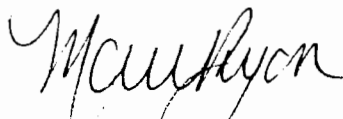
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education, and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017) HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM

Community Action Partnership of Strafford County (Vendor #177200-B004)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2017	102-500731	Contracts for Program Services	42307020	\$35,975	\$0	\$35,975
2018	102-500731	Contracts for Program Services	42307020	\$0	\$35,975	\$35,975
			Sub-total	\$71,950	\$35,975	\$107,925

Concord Coalition to End Homelessness (Vendor # 267140 B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2017	102-500731	Contracts for Program Services	42307020	\$40,000	\$0	\$40,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$40,000	\$40,000
			Sub-total	\$80,000	\$40,000	\$120,000

Cross Roads House, Inc. (Vendor# 166570-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2017	102-500731	Contracts for Program Services	42307020	\$178,595	\$0	\$178,595
2018	102-500731	Contracts for Program Services	42307020	\$0	\$178,595	\$178,595
			Sub-total	\$357,190	\$178,595	\$535,785

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Families in Transition (Vendor #157730-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2017	102-500731	Contracts for Program Services	42307020	\$301,392	\$0	\$301,392
2018	102-500731	Contracts for Program Services	42307020	\$0	\$301,392	\$301,392
			Sub-total	\$602,784	\$301,392	\$904,176

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2017	102-500731	Contracts for Program Services	42307020	\$22,428	\$0	\$22,428
2018	102-500731	Contracts for Program Services	42307020	\$0	\$22,428	\$22,428
			Sub-total	\$44,856	\$22,428	\$67,284

Harbor Homes, Inc. (Vendor # 155358-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2017	102-500731	Contracts for Program Services	42307020	\$39,050	\$0	\$39,050
2018	102-500731	Contracts for Program Services	42307020	\$0	\$39,050	\$39,050
			Sub-total	\$78,100	\$39,050	\$117,150

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Headrest Inc. (Vendor# 175226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2017	102-500731	Contracts for Program Services	42307020	\$50,879	\$0	\$50,879
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,879	\$50,879
			Sub-total	\$101,758	\$50,879	\$152,637

Helping Hands Outreach Center (Vendor# 174226 - R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2017	102-500731	Contracts for Program Services	42307020	\$60,000	\$0	\$60,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$60,000	\$60,000
			Sub-total	\$120,000	\$60,000	\$180,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2017	102-500731	Contracts for Program Services	42307020	\$42,500	\$0	\$42,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$42,500	\$42,500
			Sub-total	\$85,000	\$42,500	\$127,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Marguerite's Place, Inc. (Vendor# 157465-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2017	102-500731	Contracts for Program Services	42307020	\$30,000	\$0	\$30,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$30,000	\$30,000
			Sub-total	\$60,000	\$30,000	\$90,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2017	102-500731	Contracts for Program Services	42307020	\$50,850	\$0	\$50,850
2018	102-500731	Contracts for Program Services	42307020	\$0	\$50,850	\$50,850
			Sub-total	\$101,700	\$50,850	\$152,550

My Friend's Place (Vendor# 156274 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2017	102-500731	Contracts for Program Services	42307020	\$95,912	\$0	\$95,912
2018	102-500731	Contracts for Program Services	42307020	\$0	\$95,912	\$95,912
			Sub-total	\$191,824	\$95,912	\$287,736

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2017	102-500731	Contracts for Program Services	42307020	\$115,599	\$0	\$115,599
2018	102-500731	Contracts for Program Services	42307020	\$0	\$115,599	\$115,599
			Sub-total	\$231,198	\$115,599	\$346,797

New Horizons for NH (Vendor# 175227-R001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2017	102-500731	Contracts for Program Services	42307020	\$203,086	\$0	\$203,086
2018	102-500731	Contracts for Program Services	42307020	\$0	\$203,086	\$203,086
			Sub-total	\$406,172	\$203,086	\$609,258

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2017	102-500731	Contracts for Program Services	42307020	\$277,373	\$0	\$277,373
2018	102-500731	Contracts for Program Services	42307020	\$0	\$277,373	\$277,373
			Sub-total	\$554,746	\$277,373	\$832,119

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

New Hampshire Legal Assistance (Vendor# 154648 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	42307020	\$0	\$50,000	\$50,000
			Sub-total	\$100,000	\$50,000	\$150,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$78,894	\$0	\$78,894
2017	102-500731	Contracts for Program Services	42307020	\$78,893	\$0	\$78,893
2018	102-500731	Contracts for Program Services	42307020	\$0	\$78,894	\$78,894
			Sub-total	\$157,787	\$78,894	\$236,681

Southwestern Community Services, Inc. (Vendor # 177511-P001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2017	102-500731	Contracts for Program Services	42307020	\$313,902	\$0	\$313,902
2018	102-500731	Contracts for Program Services	42307020	\$0	\$305,902	\$305,902
			Sub-total	\$627,804	\$305,902	\$933,706

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Bridge House Shelter (Vendor # 165288-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2017	102-500731	Contracts for Program Services	42307020	\$140,000	\$0	\$140,000
2018	102-500731	Contracts for Program Services	42307020	\$0	\$140,000	\$140,000
			Sub-total	\$280,000	\$140,000	\$420,000

The Friends Program, Inc. (Vendor# 154987 - B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$208,727	\$0	\$208,727
2017	102-500731	Contracts for Program Services	42307020	\$0	\$208,727	\$208,727
			Sub-total	\$417,454	\$208,727	\$626,181

The Front Door Agency, Inc. (Vendor # 156244-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2017	102-500731	Contracts for Program Services	42307020	\$82,500	\$0	\$82,500
2018	102-500731	Contracts for Program Services	42307020	\$0	\$82,500	\$82,500
			Sub-total	\$165,000	\$82,500	\$247,500

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2017	102-500731	Contracts for Program Services	42307020	\$64,083	\$0	\$64,083
2018	102-500731	Contracts for Program Services	42307020	\$0	\$64,083	\$64,083
			Sub-total	\$128,166	\$64,083	\$192,249

The Salvation Army McKenna House (Vendor # 177627-B003)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2017	102-500731	Contracts for Program Services	42307020	\$101,191	\$0	\$101,191
2018	102-500731	Contracts for Program Services	42307020	\$0	\$101,191	\$101,191
			Sub-total	\$202,382	\$101,191	\$303,573

The Way Home, Inc. (Vendor #166673-B001)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2017	102-500731	Contracts for Program Services	42307020	\$187,330	\$0	\$187,330
2018	102-500731	Contracts for Program Services	42307020	\$0	\$187,330	\$187,330
			Sub-total	\$374,660	\$187,330	\$561,990

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Tri-County Community Action Program, Inc. (Vendor #177195-B009)

SFY	Class/Object	Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2017	102-500731	Contracts for Program Services	42307020	\$163,154	\$0	\$163,154
2018	102-500731	Contracts for Program Services	42307020	\$0	\$163,154	\$163,154
			Sub-total	\$326,308	\$163,154	\$489,462

Helping Hands Outreach Center (Vendor# 174226 - R001)

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2017	102-500734	Contracts for Program Services	\$138,542	\$0	\$138,542
		Sub-Total	\$138,542	\$0	\$138,542

The Front Door Agency, Inc. (Vendor # 156244-B001)

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS
FUND**

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Amount
2017	102-500731	Contracts for Program Services	423010	\$10,000	\$0	\$10,000
			Sub-total	\$10,000	\$0	\$10,000
			Total	\$6,015,381	\$2,925,420	\$8,940,801



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with twenty-six (26) vendors listed below and referenced as DoIT No. 2018-031A.

Vendor	Vendor Number	Vendor Address
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060
Concord Coalition to End Homelessness	267140-B001	238 North Main Street, PO Box 3933 Concord NH 03302
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition	157730-B001	122 Market Street Manchester NH 03101
Family Promise of Greater Nashua/ Anne Marie House	159372-B001	180 Lowell Road Hudson NH 03051
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060
Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766
Helping Hands Outreach Center	174226-R001	50 Lowell Street Manchester NH 03103
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820



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Denis Goulet
Commissioner

Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
New Horizons for NH	175227-R001	199 Manchester Street Manchester NH 03103
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040 Manchester NH 03108
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603 Keene NH 03431-0603
The Bridge House Shelter	165288-B001	260 Highland Street Plymouth NH 03264
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064
The Salvation Army Carey House Homeless Shelter	177627-B001	177 Union Street, PO Box 326, Laconia NH 03246
The Salvation Army McKenna House	177627-B003	58 Clinton Street Concord NH 03301
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570

The purpose of this request is to amend twenty-six (26) contract agreements to continue services for homeless individuals. The State Grant-In-Aid Funds (SGIA) are used to provide intervention services, emergency shelters, transitional shelters, and specialty shelters to individuals who are homeless or at risk of homelessness.

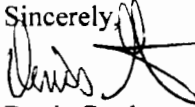
The funding amount for this amendment is \$2,925,420.00, increasing the current contract from \$6,015,381.00 to \$8,940,801.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.



STATE OF NEW HAMPSHIRE
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27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-031A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



30.25

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (Tri-County CAP), (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$163,154 from \$326,308 to read: \$489,462.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/17
Date

Maura Ryan
Name: Maura Ryan
Title: Director

Tri-County Community Action Program, Inc.

5-10-17
Date

Robert G. Boschen, Jr.
Name: Robert G. Boschen, Jr.
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of NH, County of Coos on May 10, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Suzanne C. French
Signature of Notary Public or Justice of the Peace

Suzanne C. French, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6-19-18

New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/24/17
Date


Name: Megan J. O'Connell
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$163,154.00
SFY17	not to exceed \$163,154.00
SFY18	not to exceed \$163,154.00
July 1, 2015 – June 30, 2018:	not to exceed \$489,462.00
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$489,462.00
Total program amount	\$489,462.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.
- ### 5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B – Amendment #1

-
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.



42 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

8/26/15 #12

July 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants, by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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)

Child and Family Services (Vendor# 177166 - B002)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

Community Action Partnership of Strafford County (Vendor #177200-B004)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

Community Action Program Belknap-Merrimack (Vendor #177203-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

Concord Coalition to End Homelessness (Vendor # TBD)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

State Grant-In-Aid (SGIA) Funds

Fiscal Details

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166

State Grant-In-Aid (SGIA) Funds

Fiscal Details

The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		Grand Total	\$6,569,941

**State Grant-In-Aid (SGIA) Funds
RFP Name**

**16-DHHS-OHS-BHHS-02
RFP Number**

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belnap-Merrimack, Inc. (I)	205	137
3. Child and Family Services (I)	205	196
4. Community Action Partnership of Strafford County (I)	205	151
5. Concord Coalition to end Homelessness (I)	205	177
6. Cross Roads House, Inc. (C)	205	198
7. Families in Transition (Emergency Shelter)	205	190
8. Families in Transition (Transitional Shelter)	205	191
9. Families in Transition	205	185
10. Families in Transition	205	188
11. Family Promise of Greater Nashua at Anne Marie House	205	90
12. Friend's Emergency Housing Program	205	162
13. Harbor Homes, Inc.	205	190
14. The Front Door, Inc.	205	109
15. Helping Hand's Outreach and Ministries	205	180
16. Laconia Area Community Land Trust	205	183
17. Marguerite's Place, Inc.	205	163
18. Merrimack Valley Assistance Program	205	110
19. My Friend's Place	205	157
20. Nashua Soup Kitchen and Shelter, Inc.	205	165
21. New Horizons	205	158
22. NH Coalition Against Domestic and Sexual Violence	205	174
23. NH Legal Assistance	205	175
24. Southern NH Services, Inc.	205	164
25. Southwestern Community Services, Inc.	205	181
26. The Front Door Agency, Inc.	205	177
27. The Salvation Army Carey House Homeless Shelter	205	139
28. The Salvation Army McKenna House	205	168
29. The Way Home	205	171
30. Tri-County Community Action Program, Inc.	205	152
31. Veteran's Inc.	205	180
32. The Way Home	205	196
33. Child and Family Services	205	190
34. Tri-County CAP - Prevention	205	109
35. Southwestern Comm Svcs	205	182
36. Headrest, Inc.	205	76
37. Bridge House (C)	205	180
38. Cross Roads House, Inc. (C)	205	198

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP. The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties. If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable. The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state. Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

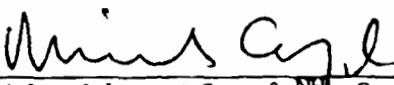
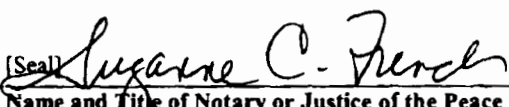
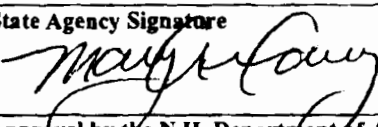
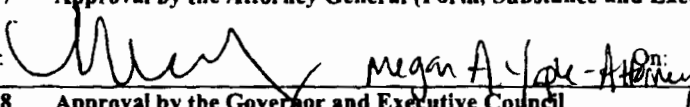
Subject: State Grant-In-Aid Funds Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc. (Tri-County CAP)		1.4 Contractor Address 30 Exchange Street Berlin NH 03570	
1.5 Contractor Phone Number 603-752-7100	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$326,308
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Coughlin Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> 6-24-15 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Assoc. in the Commission	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: 7/31/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: WMC
Date: 6-24-13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28 , 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. 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:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-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 BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Exhibit B

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant-in-Aid Funds Program;

SFY16 not to exceed \$163,154.00
SFY17 not to exceed \$163,154.00

July 1, 2015 – June 30, 2017: not to exceed \$326,308.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services \$326,308.00

Total program amount \$326,308.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
 - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
 - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:
Tri-County Community Action Program, Inc.

6-24-15
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Tri-County Community Action Program, Inc.

6-24-15
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:
Tri-County Community Action Program, Inc.

6-24-15
Date


Name: Michael Coughlin
Title: Chief Executive Officer



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials WCC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:
Tri-County Community Action Program, Inc.

6-24-15
Date

Michael Coughlin
Name Michael Coughlin
Title: Chief Executive Officer

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials MC



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Tri-County Community Action Program, Inc.

6-24-15
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH D H S
 The State
[Signature]
 Signature of Authorized Representative
Macy Ann Conway
 Name of Authorized Representative
Associated Owners
 Title of Authorized Representative
7/17/15
 Date

Tri-County Community Action Program, Inc.
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Michael Coughlin
 Name of Authorized Representative
Chief Executive Officer
 Title of Authorized Representative
6-24-15
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:
Tri-County Community Action Program, Inc.

6-24-15
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____